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VOL. XLI., No. 32.

The Solicitors' Journal and Reporter.

LONDON, JUNE 5, 1897.

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CURRENT TOPICS.

THE RETIREMENT of Mr. Justice CAVE after the ensuing Long Vacation has been announced this week, and it is probable that before long we shall see considerable changes among the occupants of seats on the bench of the Queen's Bench Division.

IT IS SATISFACTORY to observe that the Victoria Pension Fund has this week been added to by no fewer than forty guinea subscriptions, all collected at Huddersfield. Yorkshiremen always know how to shew the way to other people, both in generosity and other matters, and we hope the example of organized local contributions will be followed in other places. The fund is now close on £6,000.

THE RECENT election of members of the Bar Council is remarkable for the almost complete rout of the members of the Chancery Bar who presented themselves as candidates. Out of over a dozen, only two Queen's Counsel and one junior have been elected. The result will be that on questions affecting conveyancing and real property law the council (if it is wise) will be dumb, and this is specially unfortunate now that the Land Transfer Bill is likely to be brought into operation.

WE UNDERSTAND that, in addition to the 180 seats provided for the Bar to witness the Jubilee procession, the Lord Chancellor has allocated 180 seats to the Council of the Incorporated Law Society. Of these we believe that half have been offered to the country law societies, and of the remaining half those remaining after providing for the staff at the Law Institution and members of the Council desiring to be present will be distributed by the Council among members of the profession.

THERE IS a good deal of annoyance felt about the arrangements for the accommodation of the Bar to view the Jubilee procession. In place of the 200 seats which it was understood were to be placed at their disposal, "about 180" only have been allotted, and the tickets are to be subject to a charge of

one guinea each, the general money-grabbing rage having apparently infected even the official personages who are responsible for these arrangements. We imagine that many members of the Bar will prefer to select their positions elsewhere among the many guinea seats which are, or will be, obtainable in better positions.

THE JUDGES on Thursday delivered their opinion to the House of Lords in the case of *Allen v. Flood*, and the decision of the important question of law involved now rests with the law lords. They will have the advantage of a considerable preponderance of opinion on one side, but the opinions of the two dissentient judges (MATHEW and WRIGHT, JJ.) will be entitled to great consideration. Shortly put, the question is whether an official of a trade union is liable to an action if he procures the discharge of workmen obnoxious to his union by threats addressed to the employer to bring the union men out on strike. Where the men who are discharged are under contract with the employer not determinable at will, the procuring the breach of contract brings the case within the established doctrine of *Lumley v. Gye* (2 E. & B. 216), but in the present case the contract was determinable at will, and the dismissal of the plaintiffs (the respondents in the House of Lords) at the instigation of the defendant ALLEN involved no breach of contract. If, therefore, the plaintiffs had a good cause of action it had to be based upon a broader principle than has hitherto been expressly accepted in English law. It would be premature at present to discuss the opinions which have been delivered, but it may be noticed that the plaintiffs' right of action was affirmed by HAWKINS, CAYE, NORTH, WILLS, GRANTHAM, and LAWRENCE, JJ.—Mr. Justice GRANTHAM relieving the proceedings by a decidedly oratorical opinion—and negated by the two judges whom we have already mentioned.

A GREAT DEAL more apparently still remains to be said on the law as laid down in *Hawke v. Dunn*. There being no appeal from that decision, an effort is being made to raise the same points in such a form as will permit the taking of the opinion of the House of Lords upon the whole question. The first step towards this result was taken this week, when the friendly action of *Powell v. The Kempton Park Racecourse Co.* came before the Lord Chief Justice. In this action the plaintiff, a shareholder in the defendant company, sued for an injunction to restrain the defendant company from opening or keeping open the enclosure known as "Tattersall's Ring" for the purpose of persons using it for betting with other persons resorting thereto, and from permitting the enclosure to be so used by such persons. It was admitted by the defendants that when they opened the enclosure they knew that some of the persons who would use it would be professional betting men. Hence, if *Hawke v. Dunn* is right, the defendants were allowing their property to be used in such a way as to amount to a common nuisance. They might be indicted for this nuisance, and, under section 11 of the Betting Houses Act, 1853, every person using the "place," either for betting or merely for sight-seeing, might be arrested, searched, and carried before a magistrate. The Lord Chief Justice, considering himself bound by the decision of the Divisional Court, granted the injunction asked for, but ordered a stay of proceedings pending appeal, and the Court of Appeal have consented to expedite the hearing of the case, and to hear it before the full court. It is certainly most desirable that there should be no doubt as to what the law is. If the principle of *Hawke v. Dunn* is upheld by the House of Lords, the calling of a bookmaker, as at present exercised, will become practically impossible. The law having been once finally declared, will have to be enforced; the bookmaker will be ruined, and the Anti-Gambling League will have won all along the line. It is a serious thing to suddenly take away their means of livelihood from men who have openly practised a calling for so many years without interference that they might reasonably have assumed that they were transgressing no law. Things have in fact got to such a pass that the time seems to have come when Parliament should take the whole matter in hand, overhaul all the various statutes dealing with gambling, and lay

down the law on the subject in an intelligible and consolidated form.

THE DECISION of the Court of Appeal in *Badische Anilin und Soda Fabrik v. Johnson & Co.* (reported in last week's WEEKLY REPORTER, p. 481) is of great importance to owners of British patents. The plaintiffs were a German company carrying on the business of chemical manufacturers, and were the owners of a valuable British patent for dyes. Such patents, it appears, are constantly infringed by means of goods manufactured in countries like Switzerland and Holland, which have no patent law. The mode of procedure adopted by the defendants, the alleged infringers, was simple, but, as the majority of the Court of Appeal have held, effective; and it is said to be a fair specimen of what is very frequently done in similar cases. The defendants, JOHNSON & Co. are dyers in London; the defendant BINDSCHIEDLER manufactures at Basle dyes which are covered, so far as the United Kingdom is concerned, by the plaintiffs' patent. JOHNSONS wrote to BINDSCHIEDLER asking him to "send by post" five pounds of the dye in question. BINDSCHIEDLER, in effect, sent the goods by post accordingly; for though in fact he sent them to "forwarding agents" at Basle, to be at JOHNSONS' disposal, and with instructions which led the forwarding agents to send them on to JOHNSONS without waiting to hear from him, the Court of Appeal was unanimous in holding that this ingenious machinery made no difference in the result. When the plaintiffs brought their action for an injunction and damages against both JOHNSON & Co., the purchasers, and BINDSCHIEDLER, the manufacturer and seller of the infringing goods, the former at once submitted to an injunction, but the latter, who had been served out of the jurisdiction under ord. 11. r. 1 (f), contended that the acts done by him were none of them done in England, and could not amount to an infringement of an English patent. NORTH, J., granted the injunction asked for against BINDSCHIEDLER, who appealed. LINDLEY and A. L. SMITH, L.JJ., adopted the appellant's contentions, and allowed the appeal. The respondents' counsel, and RIGBY, L.J., in his vigorous dissenting judgment, strongly relied upon *Coombs' case* (1 Lea Cr. Ca. 388), which decided that a man who fired a shot from a point within the body of an English county and killed a man in a ship on the high seas had committed murder within the jurisdiction of the Admiralty. That case was, however, distinguished by the majority, on the grounds, first, that, whereas the murderous intention accompanied the act, so that both operated together where the shot took effect (as to which see *Reg. v. Keyn*, 2 Ex. D. 63), in regard to infringement of a patent, intention was immaterial; and, secondly, that BINDSCHIEDLER's act was lawful in Switzerland, where it was done. This last argument might perhaps be objected to as a *petitio principii*, for the whole question in the case really is, Where was the act done? It is said that the decision of the Court of Appeal will make it practically impossible to protect patented articles against manufacturers (e.g.) in Switzerland: the attempt to prevent infringement by keeping a watch upon the numerous retail purchasers in England being too much like what CARLYLE called "stationing police-officers at every hen-roost" to prevent the fox stealing your hens. We understand that it is intended to carry the case to the House of Lords.

THE CASE of *Re Ginger* (ante p. 531) decides a point on the Bills of Sale Act, 1882, upon which there appears to have been hitherto no English authority. Under the Bills of Sale Act, 1854, registration of a bill of sale did not take goods out of the operation of the reputed ownership clause of the Bankruptcy Acts: *Stansfeld v. Cubitt* (27 L. J. Ch. 266). Whether the possession of the goods by the grantor was terminable at the option of the grantee, or whether he was, under the terms of the bill of sale, entitled to retain possession until default of payment at a specified date, the grantee was deemed to consent to the possession of the grantor, and he ran the risk of losing the goods in the event of the grantor's bankruptcy: *Spackman v. Miller* (12 C. B. N. S. 659). This state of affairs was altered by section 20 of the Act of 1878, which expressly enacted that chattels comprised in a bill of sale duly registered under that Act should not be deemed to be in the order or disposition of

the grantor within the meaning of the Bankruptcy Act, 1869; but this provision has been repealed by section 15 of the Act of 1882—at any rate with regard to bills of sale given by way of security—and the question arises how far this repeal restores the former law. So far as the terms of a bill of sale depend on contract between the parties, the old decisions are directly applicable. The terms are at the option of the grantee, and, if they are so arranged that possession of the goods is with the grantor, this is a result which follows with the consent of the grantee. But to the terms directly arranged between the parties there is of necessity added the proviso at the end of the schedule form, that the chattels are not to be liable to seizure by the grantee, except for one of the causes specified in section 7 of the Act of 1882—that is, default in payment, bankruptcy, &c. It has been suggested that this statutory restriction upon the right of the grantee to take possession differentiates cases under the Act of 1882 from those under the old law, and that the possession retained by the grantor under the protection of the statute cannot be said to be “by the consent and permission of the true owner” within the meaning of section 44 (iii.) of the Bankruptcy Act, 1883. This view was adopted by MILLER, J., in the Court of Bankruptcy in Ireland in *Re Stanley* (17 L. R. Ir. 487), but it is open to the objection that the grantee, by adopting the statutory form, voluntarily adopts at the same time the conditions which it contains, and hence these are really on the same footing as the terms introduced by mutual arrangement to which the former law applied. In *Re Ginger* effect was given to this objection by Judge MARTIN (*ante*, p. 13), and his decision has been affirmed by the Divisional Court (VAUGHAN WILLIAMS and WRIGHT, JJ.). With respect, therefore, to goods which are in the possession of the grantor in his trade or business, the grantee cannot rely for protection upon the registration of the bill of sale, and they will pass to the trustee in bankruptcy unless the grantee takes special means to rebut the presumption that the grantor is the owner. In general this is not possible, and unless there is a special trade custom negating the reputation of ownership—which can only be of use if by an exception the chattels belong to the grantor in the particular case—a bill of sale of trade goods cannot be safely taken.

A BILL to amend the law of copyright has been introduced in the House of Lords by Lord MONCKSWELL. The subject is one that deserves to be treated in a comprehensive manner, and consolidation and amendment ought to go together. It appears, however, that any such treatment is, for the present, out of the question, in consequence of the unfinished state of the negotiations with respect to copyright that have been going on between this country and the Colonies and foreign countries. It is unfortunate that international difficulties should prevent authors and publishers from having the law placed upon a satisfactory footing, but Lord DUDLEY, speaking upon the second reading on behalf of the Board of Trade, went too far in making these difficulties a bar to the progress of the Bill. He was content for it to be read a second time, but only upon condition that it was not further proceeded with during the present session, not even by way of reference to a Select Committee. In this obstructive view the Lord Chancellor did not support him, and in the result the Bill was read a second time and referred to a Select Committee, which has since been appointed. The points with which the Bill deals deserve consideration in themselves, quite apart from any comprehensive reconstruction of the law of copyright. In the first place it is proposed to repeal section 18 of the Copyright Act, 1842, under which the copyright in magazine articles is in general vested in the proprietor of the magazine, subject to reverting to the author at the end of twenty-eight years. For practical purposes the reversion at the end of this period is of no great service to the author, and it is proposed instead that, in the absence of any agreement to the contrary, the copyright shall be the property of the author. But where the author is paid for the article by the proprietor the latter shall, during the subsistence of the copyright, have the sole right of publishing the article in the magazine, and the author will not for three years be at liberty to publish it else-

where. These provisions, which are contained in clause 2, make the respective rights of author and magazine proprietor clearer than under the present law, and reduce the reversionary period to a limit which will be serviceable to the author. The clause applies to periodical works generally, but a special exception is made in the case of encyclopædias. Here the copyright of the articles will, in the absence of agreement to the contrary, belong to the owner of the encyclopædia. Other proposed changes refer to copyright in lectures, to abridgments, and to the dramatization of novels. Lectures are at present protected by the Lecture Copyright Act, 1835, but to make the Act available it is necessary for notice in writing of the lecture to be given to two justices. The Bill proposes to repeal this Act, and clause 7 confers upon the author of a lecture the same copyright, subject to certain modifications, as if it were a book. The term “lecture” is also defined to include a sermon. The prefatory memorandum points out that it is now easy, without any infringement of copyright, in a few weeks, by skilful abridgment, to appropriate the fruits of the labour of many years, and to compete with the original work. This it is proposed to prevent by the simple enactment that copyright shall carry with it the right to abridge (clause 8). Moreover, where an author has sold the copyright, he is to be entitled to safeguard his reputation by requiring that an abridgment not made by himself shall state this fact on the title-page. The piratical dramatization of novels is prevented by clause 11, which provides that it shall be an infringement of copyright to take or colourably imitate the title of a novel, or take from it any material or substantial part of the dialogue, plot, or incidents, and convert it into or adapt it for a dramatic work. These are matters which deserve to engage the attention of the Select Committee, and they will form a useful prelude to a more comprehensive dealing with the law of copyright.

A PHRASE which is becoming current in the daily papers strikes us as both absurd and objectionable. We read nowadays in the police intelligence that a prisoner charged with an offence is “a solicitor off the rolls.” The reporters are apparently under the impression that a solicitor who has been struck off the rolls continues a solicitor and is only debarred from practice. It would be just as reasonable to describe an ex-judge as “a judge not holding that office.” We hope that some protest will be made in the shape of a letter to the paper which next adopts this mode of description. Unfortunately the names of black sheep among solicitors who are not yet “off the rolls” too often appear in the papers; but it is unjust that charges against men who have ceased to be solicitors should be placed to the discredit of the profession.

INJURY THROUGH NERVOUS SHOCK.

THE DECISION of the Privy Council in *Victorian Railways Commissioners v. Coultas* (13 App. Cas. 222), that damages cannot be recovered in respect of physical injury consequent on nervous shock, has always been regarded as so doubtful that it is not surprising that in *Wilkinson v. Downton* (*ante*, p. 493) WRIGHT, J., following the Irish court in *Bell v. Great Northern Railway Co.* (L. R. Ir. 26 U. L. 428), declined to accept it as a binding authority. In the first-named case the gate-keeper at a crossing over a railway had negligently opened a gate so that the respondents, COULTAS and his wife, who were driving in a buggy, might cross. While they were on the line a train was seen approaching. COULTAS managed to get the buggy across the line, the train passing close at the back of it without touching it, but his wife received a severe nervous shock which produced a miscarriage, and subsequent ill-health. The Supreme Court of Victoria held that an action was maintainable by COULTAS and his wife for the injuries caused, but this decision was reversed by the Privy Council. With respect to the general rule as to damages there was no doubt. The damage must be the natural and reasonable result of the negligence or injury complained of: *Lynch v. Knight* (9 H. L. O. 577), *The Notting Hill* (9 P. D. 105). But the Privy Council (Lord FITZGERALD, Lord HOBHOUSE, Sir BARNES PEACOCK, and Sir RICHARD COUCH) declined to admit that the ulterior conse-

quences of nervous shock could be within this rule. "Damages," it was said, "arising from mere sudden terror unaccompanied by any actual physical injury, but occasioning a nervous or mental shock, cannot under such circumstances be considered a consequence which, in the ordinary course of things, would flow from the negligence of the gate-keeper. If it were held that they can, it would be extending the liability for negligence much beyond what that liability has hitherto been held to be. Not only in such a case as the present, but in every case where an accident caused by negligence had given a person a serious nervous shock, there might be a claim for damages on account of mental injury. The difficulty which now often exists in case of alleged physical injuries of determining whether they were caused by the negligent act would be greatly increased, and a wide field opened for imaginary claims."

Mr. BEVEN, in the searching criticism to which he subjects the above passage (Negligence, 2nd. ed., p. 76), calls attention to the erroneous use of "nervous" and "mental" shock as equivalent terms. Mental shock may result solely in mental distress, which is not a matter for damages (*Lynch v. Knight*, *supra*), and even if injury to physical health results, the injury may be too remote to support a claim for damages. But the effect of terror, he points out, is almost invariably to produce nervous disorder. In other words, it has a direct effect on the nervous system—a part of the physical organization—and the further physical injuries which ensue are the natural result of the negligence or other cause producing the terror. Ordinarily, therefore, they ought to be the subject of damages. The judgment of the Privy Council seems to assume that since there was no physical injury at the time of the fright, any subsequent physical injury might be put out of the question; and the confusion between nervous shock and mental shock leads to the suggestion that to allow the claim in the case under discussion would lead to the multiplication of claims for mere intangible mental injury. But where the claim is not made in respect of mental injury, but in respect of definite physical injury following upon nervous shock, there is no special danger in admitting the claim to proof, and it may be as easy to connect the subsequent physical injury with the negligence as in cases where the injury results from direct physical impact.

This view was strongly held by the Irish court in *Bell v. Great Northern Railway Co.* (*supra*). That also was a case in which the plaintiff complained of physical injuries supervening upon nervous shock caused by the negligence of a railway company, and in spite of the decision of the Privy Council, the plaintiff was allowed to recover damages. If, it was said, the negligence was in fact the cause of the physical injury, and if the physical injury was the natural and reasonable consequence of the negligence, then the chain of reasoning was complete, and the company who were responsible for the negligence were liable in damages. The matter was thus put by PALLES, C.B.: "As the relation between fright and injury to the nerve and brain structures of the body is a matter which depends entirely upon scientific and medical testimony, it is impossible for any court to lay down as matter of law that if negligence cause fright, and such fright in its turn so affects such structures as to cause injury to health, such injury cannot be a consequence which in the ordinary course of things would flow from the negligence, unless such injury 'accompany such negligence in point of time.'" In short it is solely a question of evidence, and of the connection between the negligence and the injury as cause and effect. If this connection is established by the evidence, and if, moreover, the physical injury is the natural and reasonable effect of the negligence, then all the elements are present to support a claim for damages.

The recent case of *Wilkinson v. Downton* depended upon a similar principle, though in its circumstances it was very different. The defendant, in execution of what he seems to have intended as a practical joke, informed the plaintiff that he was charged by her husband with a message to her to the effect that he had met with an accident and was lying at a public-house at Leytonstone with both his legs broken, and that she was to go at once in a cab and fetch him home. All this was false, but the effect on the plaintiff, as stated in the judgment of WRIGHT, J., was a violent shock to her nervous system, producing temporary illness as well as serious and permanent phy-

sical consequences, at one time threatening her reason, and entailing upon her weeks of suffering and incapacity. These consequences, he added, were not in any way the result of previous ill-health or weakness of constitution; nor was there any evidence of predisposition to nervous shock or of any other idiosyncrasy. Moreover he held that the defendant, though he may not have foreseen the whole of the ill effects which his conduct would produce, must be taken to have known, and therefore to have intended, that some hurtful consequences would result. "It was difficult to imagine," said WRIGHT, J., "that such a statement made suddenly, and with apparent seriousness, could fail to produce grave effects, under the circumstances, upon any but an exceptionally indifferent person, and therefore an intention to produce such an effect must be imputed, and it was no answer in law to say that more harm was done than was anticipated, for that was commonly the case with all wrongs."

There being thus an interference with the plaintiff's right to personal safety, committed by the defendant wilfully and without justification, it followed that the plaintiff was entitled to recover compensation, unless she was barred by the doctrine that damages for physical injury caused, not by immediate bodily harm, but indirectly through the medium of nervous shock, are too remote. Upon a strict application of the principle of *Victorian Railways Commissioners v. Coultas* it is clear that she must have failed. There was no actual physical injury done by the defendant, but his false statement produced a nervous shock in exactly the same way as the negligence of the gate-keeper caused a nervous shock in the Australian case, and if the consequent physical injury was too remote to be the subject of damages in the latter case, it was equally too remote in *Wilkinson v. Downton*. WRIGHT, J., suggested a difference on the ground that in the Australian case there was not the element of wilful wrong, and also that in the present case the illness was more clearly the direct and natural cause of the defendant's conduct. But neither of these points really touches the principle in question. The defendant's wilful wrong in the present case furnishes the cause of action in the same way as negligence in the former case, and the closeness of the connection between cause and result is a matter of evidence, not of principle. The Privy Council reversed the decision of the Victorian court, not on the ground that the connection between the physical injury and the nervous shock was not proved, but because, even though proved, the physical injury was too remote. In declining, therefore, to accept the decision of the Privy Council as decisive of *Wilkinson v. Downton* WRIGHT, J., in substance treated it as erroneous, and not improbably this view will be adopted by the courts of this country, as it has been already adopted in Ireland. The question was mooted a year ago in the Court of Appeal in *Pugh v. London, Brighton, and South Coast Railway Co.* (44 W. R. 627; 1896, 2 Q. B. 248), but there was then no necessity to pronounce an opinion on it. It is difficult, however, to resist the conclusion that, as pointed out in the passage from the judgment of PALLES, C.B., quoted above, the question is one upon which the court cannot lay down any general rule, but which must be decided upon the evidence in each particular case. In all cases the injury for which damages are claimed must be shown to be the natural and reasonable result of the conduct complained of, but, if this principle is satisfied, it is immaterial whether the injury is the direct consequence of such conduct, or is only produced indirectly by shock to the nerves or the mind.

The Hon. Samuel James Way, Chief Justice of South Australia, was present at the Old Bailey on Monday last with Mr. Justice Grantham.

It is announced that the Lord Chancellor has allotted about 180 seats at the Royal Courts of Justice to members of the Bar to view her Majesty's Jubilee procession on the 22nd of June, and the General Council of the Bar has been requested and has undertaken to distribute them. The seats will be allotted by ballot, and will be confined to barristers with addresses in the "Law List" for the present year. The tickets will be one guinea each and will be single and not transferable nor available for ladies. Application must be made in writing so as to reach the secretary of the General Council of the Bar at 2, Hare-court, Temple, on or before Wednesday, the 2nd of June. A list of the successful applicants will be posted at the offices of the Council on Friday, the 4th of June. The tickets will be obtainable from the secretary on application at the offices of the council on and after Tuesday, the 15th of June.

What is the nature of the nervous shock?

Bell
✓
S.R.

THE JUDICIAL "OLD BLUES."

It is an interesting coincidence that one division of the Court of Appeal, as at present composed, is made up entirely of old University oarsmen, and it was a happy thought of the other old Blues to celebrate the event by entertaining at dinner the three judges, together with Lord MACNAGHTEN, who also represented his University on the river. The dinner came off last Monday evening, when over 130 old Blues attended to do honour to the four distinguished guests.

The Master of the Rolls rowed in the winning Cambridge crew in 1839, in the very early days of the race, when it was not yet an annual event, and was rowed from Westminster to Putney. Before this, however, in 1837, he rowed for his University in a famous match against the Leander Club. This club was then considered to include all the talent and to be quite invincible by amateurs; but Cambridge won, and upset the calculations of many who laid heavy odds against them. Lord Justice CHITTY rowed three times for Oxford in the regular match between the two Universities, twice in 1849 and once in 1852. He was in the losing crew the first time he rowed, but won each of his other races. He also stroked the Oxford boat against Cambridge when Oxford won the Grand Challenge Cup at Henley Regatta in 1851, the race being really a match between the two Universities. In the 1852 race, when he was stroking the Oxford boat to victory, Lord MACNAGHTEN was pulling the bow oar in the Cambridge boat, and doing all a good man could do to avert defeat. Lord MACNAGHTEN also distinguished himself by winning the Diamond Sculls at Henley in the same year. Lord Justice SMITH also rowed in three University Boat Races, in 1857, 1858, and 1859, being in a winning boat only in the middle year of the three. He had a very strange experience, for in 1859 the race was rowed in a furious gale, and the Cambridge boat was swamped and sank, all the men were left struggling in the water, and the future Lord Justice of Appeal was very near being drowned, being, it is said, unable to swim.

The Provost of Eton took the chair at the dinner, and proposed the toast of the evening. He took it for granted (as did the whole company) that the four learned guests must each have attained his present eminence as a result of having rowed in the University boat, but he seemed rather at a loss to explain exactly in what way the cause brought about the result. He suggested, however, that the relaxation of rowing had given their minds such complete rest as they "rowed along thinking of nothing at all," that their mental powers had grown prodigiously in late life through not being stunted by early over-pressure. The toast was drunk with the utmost heartiness, with musical honours, and with rounds of cheering.

The speeches in acknowledgment of the toasts were very amusing. The first to respond was the Master of the Rolls, a judge of twenty-nine years' standing and a man eighty years of age, but tall, straight, powerful, and "fit" to a degree to which few men of his years ever attain. He set the ball rolling by ingeniously comparing the court over which he presides with such ability, to a boat; and he let his audience into the secret that sometimes he tries to row too fast for the rest of the crew, whereupon SMITH and CHITTY, L.J.J., who are singularly loyal in supporting one another, immediately back-water vigorously. Sometimes, on the other hand, he thinks a slow stroke advisable, when with one accord the other two pull as hard and as fast as they can. They always, however, finish the course all pulling together and in "good time." Thereupon Lord MACNAGHTEN—who, though not a member of the Court of Appeal, expressed himself pleased to be "within the equity of the invitation"—twitted the Court of Appeal crew with occasionally "catching a crab" and being upset. At the same time he loudly boasted that the boat in which he rowed [the House of Lords] could never be upset, whatever accident or bad weather it might encounter.

Lord Justice CHITTY thought his boat pulled together remarkably well. He said it was a randan, with Lord ESHER in the middle pulling a pair of sculls, and, at the same time (strange to say), setting the stroke. He denied that he or his comrade "A. L." ever backed water when their stroke (who he considered much the youngest man in the boat) set his heart upon going fast. On the contrary, the stroke was most excellent and regular, and the other two members of the crew did their best to follow it, and, on the whole, they succeeded in keeping first-rate time. He scorned to notice his old rival's unkind sneer as to the catching of crabs. Lord Justice SMITH thought that success in rowing was a far better passport to a prosperous legal career than success in triposes or schools. He said he felt sure his much-respected stroke would never have occupied the thwart he now adorned if he had not rowed, nor would he ever have attained any eminence, nor ever have been asked to that dinner. Referring to the fact that Lord Justice CHITTY had during many years acted as umpire in the Boat Race, he congratulated him that there had never been a collision, and that, as aquatic judge, he had never delivered a judgment at all.

No doubt many present thought with regret of another judge and old Blue who not long since passed away. The Honourable GEORGE DENMAN, who will long be remembered with affection by many

members of the legal profession, was a first-rate oar in his time, and rowed for Cambridge in 1841 and 1842. His brother, the Honourable LEWIS DENMAN, who was at the dinner, rowed with him each year. Amongst those present were several other well-known members of the legal profession, including Judges SMYLY, STRAVENSON, and WOOD, and Mr. DE RUTZEN the police magistrate.

In the course of the evening the Henley Grand Challenge Cup was brought in amid cheers. It bears the name of "W. R. BRETT" amongst a host of others, and is now held by the Leander Club, which is entirely composed of University men. Of the four judges, "JOE CHITTY" (as he will always be called by old Blues and by many besides) was undoubtedly the most distinguished in athletics in his young days. He attained the rare honour of playing cricket for Oxford against Cambridge on two occasions as well as rowing three times. He was a capital wicket-keeper, and kept wicket both for the Eton Eleven and the Oxford Eleven. He crowned his triumphs by winning the Vinerian Law Scholarship, a first class in the final Classical School, and a fellowship at Exeter College. In fact, a better all-round man is not to be found in the Kingdom. Lord MACNAGHTEN was a very high first-class Classic, a Senior Optime, Chancellor's Medallist, and a fellow of Trinity; so that he runs CHITTY, L.J., pretty close as an all-round man.

The dinner was an immense success, and will long be remembered with peculiar pleasure by all who were present.

REVIEWS.

THE LAW OF PRINCIPAL AND SURETY.

A TREATISE ON THE LAW OF GUARANTEES AND OF PRINCIPAL AND SURETY. By HENRY ANSELM DE COLYAR, Barrister-at-Law. THIRD EDITION. Butterworth & Co.

The law of principal and surety is perhaps only a small branch of the law, but it is important and highly technical, and the writer who would adequately expound it must be gifted, not only with sound knowledge of his subject, but with clearness of expression and a keen insight into the niceties of judicial decision. These qualities Mr. de Colyar brought to the preparation of the first edition of his book, and they have secured for the work the position of a standard authority. The last edition was published in 1885, and since then there has been a sufficient collection of new matter to make a fresh edition very welcome. In form and arrangement no alteration appears to have been made, though the table of contents has been amplified, and it now furnishes a more minute guide to the topics dealt with in the text. Some slight change has been rendered necessary by new statutes, though the present subject, as Mr. de Colyar observes in the preface, has been, perhaps, less affected by modern legislation than any other branch of our legal system. The chief task of the editor has been to incorporate the result of recent decisions, and this he has carefully done. Among the most important of the additions we may notice the case of *Wolmershausen v. Gullick* (1893, 2 Ch. 514) upon the right of contribution among sureties. It was there established that the right to contribution is available for a surety before he has made any payment, and so soon as judgment has been obtained against him he can maintain an action against a co-surety to compel him to contribute towards the common liability; further, that the Statute of Limitations does not begin to run against the right to contribution till either the surety has paid more than his share, or his liability to do so has been ascertained; the result being that the right of contribution may be kept alive against the co-surety, although the statute may have run in his favour as regards the direct claim of the creditor. This is only a specimen of the intricacies which result from the introduction of sureties into the relation of creditor and debtor, and with which Mr. de Colyar successfully deals. Another instance is to be found in the technical doctrine of the release of the surety by giving time to the principal debtor, a doctrine which may come with unwelcome surprise upon the creditor if the suretyship has been created without a formal contract. In such a contract the doctrine is, of course, excluded. There are, moreover, various qualifications which may save the creditor in spite of himself, and the statement of these (pp. 422 to 437) serves as an excellent specimen of Mr. de Colyar's method of handling his subject. In this new edition the work will well maintain its reputation.

CONTRACTS.

A TREATISE ON THE MODERN LAW OF CONTRACTS, INCLUDING A FULL CONSIDERATION OF THE CONTRACTS AND UNDERTAKINGS OF PUBLIC AND PRIVATE CORPORATIONS AS DETERMINED BY THE COURTS AND STATUTES OF ENGLAND AND THE UNITED STATES. By CHARLES FISK BEACH, jun. In Two Volumes. W. Clowes & Sons (Limited).

This colossal work on the Law of Contracts forms a perfect mine

of information, more or less useful and important to the jurist and public at large. The merits, however, of treatment and arrangement, though undoubted and conspicuous, are more likely to be appreciated by American lawyers than by members of the profession in this country. Moreover, though the author claims to have given full consideration to all the recent decisions in England as well as to those in America, we do not think that he has done so. Thus, for example, we find no mention made of the following modern English cases on the Law of Contracts—namely, *Guild v. Conrad* (42 W. R. 642; 1894, 2 Q. B. 885); *Sutton & Co. v. Grey* (42 W. R. 195; 1894, 1 Q. B. 285 C. A.); *Re Silvester, Midland Railway Co. v. Silvester* (43 W. R. 443; 1895, 1 Ch. 373); *Carlill v. Carbolic Smoke Ball Co.* (41 W. R. 210; 1893, 1 Q. B. 256); *Western Wagon Co. v. West* (40 W. R. 182; 1892, 1 Ch. 271); and *Lepla v. Rogers* (1893, 1 Q. B. 31). Again, though at p. 150 *et seq.* of vol. 1 the important case of *Mersey Steel and Iron Co. v. Naylor* (32 W. R. 987, 9 App. Cas. 434) is referred to at length, it is not stated that the effect of this decision is really now embodied in section 31 (2) of the Sale of Goods Act, 1893 (56 & 57 Vict. c. 71). Nor, in other parts of the work, where one would naturally expect the last-named statute to be mentioned, is it in any way referred to. It is therefore evident that Mr. Fisk Beach's work can never really adequately supply the wants of the English lawyer, who, however, will naturally turn to it for enlightenment in cases of first impression in this country in which questions on the Law of Contracts, already determined in America, are raised. The whole work is divided into fifty-five chapters. Vol. 1 contains all that relates to the formation, contents, validity, construction, and breaches of contract; while in vol. 2 such subjects as reformation, specific performance, contracts of a special character, and actions on contracts are dealt with. Easy reference to the contents of both volumes is afforded by the table of contents, which gives the headings of each of the 1,779 paragraphs of which the text consists, and by an excellent index, covering 321 pages, which will be found at the end of vol. 2.

A SUMMARY OF THE LAW RELATING TO THE FORMATION OF SIMPLE CONTRACTS, AND TO THE RIGHTS AND OBLIGATIONS ATTACHING THERE TO. By CLAUDE C. M. PLUMPTRE, Barrister-at-Law. Butterworth & Co.

The author of this little book has successfully accomplished a difficult task. He has formulated, so far as we can discover with great accuracy, a number of maxims embodying the principles of the law of simple contract, and has in each case illustrated and supported his formulas by reference to authorities. Mr. Plumptre evidently has the gift of arranging his subject: the careful division into heads and the use of distinctive types to mark the divisions shew with what pains the work has been prepared, and although it is not of course intended to supplant the larger treatises on the law of contract, Mr. Plumptre's book ought to be invaluable to the student and will not be out of place on the shelves of the practitioner.

COAL MINES REGULATION ACTS.

THE COAL MINES REGULATION ACTS, 1887-1896. WITH AN INTRODUCTION AND FULL NOTES AND APPENDICES, CONTAINING OFFICIAL INFORMATION (INCLUDING INSTRUCTIONS FOR CANDIDATES FOR EXAMINATION AS MANAGERS, &c.); THE TRUCK ACTS, 1831-1896; AND ALSO A DISCUSSION OF THE LAW AS TO CHECK-WEIGHING. By B. FRANCIS WILLIAMS, Q.C., and G. PITT-LEWIS, Q.C. Butterworth & Co.

This work can hardly fail to be appreciated by those to whom a knowledge of "The Coal Mines Regulation Acts, 1887 to 1896" is indispensable, and therefore appeals, not merely to legal experts, but also to all persons in any way concerned or interested in the practical management or working of mines. In a lucid introduction, extending over twenty-four pages, the authors give a history of the beneficent legislation regulating coal mines, which commences with the Act of 1842 (5 & 6 Vict. c. 99), and culminates with the Coal Mines Regulation Act, 1896 (59 & 60 Vict. c. 43). Such a history has obviously something more than an academic value, as remedial legislation can only be thoroughly appreciated, and its true construction reached, by acquiring in the first instance a general acquaintance with the evils and abuses it was intended to mitigate or remove. The body of the work comprises the Coal Mines Regulation Act, 1887 (50 & 51 Vict. c. 58), the Coal Mines (Checkweigher) Act, 1894 (57 & 58 Vict. c. 52), and the Coal Mines Regulation Act, 1896 (59 & 60 Vict. c. 43). To each of these Acts, and notably to the two first named, valuable annotations are appended, by the aid of which the various enactments are rendered intelligible to the uninitiated. There are no less than seven appendices. Of these, five contain official information especially useful to mining inspectors, candidates for examination in mining, and others, while Appendix VI. comprises the Truck Acts, 1831-1896, briefly annotated,

and Appendix VII. a dissertation on the law as to check-weighing. The table of cases cited (necessarily not a very long one) gives references to all the various reports, and supplies, not merely the year, but the precise date of each decision referred to in the notes. At the end of the volume a serviceable index will be found affording ready access to its contents.

RIVERS POLLUTION.

THE STATUTE LAW RELATING TO RIVERS POLLUTION. By CHARLES JOSEPH HAWORTH, Solicitor. Stevens & Sons (Limited).

This is a useful little book upon the branch of the sanitary law with which it deals. Originally introduced to cover only the special legislation as to the pollution of rivers in the manufacturing districts of Yorkshire and Lancashire, the author has wisely extended its scope so as to include the general law on the subject, such as the Rivers Pollution Prevention Act, 1876, and parts of the Public Health Acts. These are printed with succinct and sufficient notes, and the list of cases referred to is complete and up to date, the recent decision of the Court of Appeal in *Peebles v. Oswaldtwistle District Council* (1897, 1 Q. B. 384) being duly noticed under the appropriate sections. We should have preferred to have found the general statutes placed in their natural position at the beginning of the work instead of yielding the place of honour to the local (and subsequent) Acts; but this defect of arrangement can hardly be said to affect the usefulness of Mr. Haworth's book.

BOOKS RECEIVED.

Encyclopedia of the Laws of England. Being a New Abridgment by the most Eminent Legal Authorities. Under the general Editorship of A. WOOD RENTON, M.A., LL.B., Barrister-at-Law. Vol. II: Banner to Cheque. Sweet & Maxwell (Limited). Price 20s. net.

The Prayer-Book Articles and Homilies. Some Forgotten Facts in their History which may decide their Interpretation. By J. T. TOMLINSON. Elliot Stock.

The Practitioner's Guide to the Duties of Executors and Administrators, from Death to Distribution. With which is incorporated Layton and Hart's Practical Guide to the Making and Proving of Wills. Revised and Corrected by an Official of the Legacy and Succession Duty Office, Somerset House. Waterlow Bros. & Layton (Limited).

The Law relating to Child-Saving and Reformatory Efforts. Being Extracts from Acts of Parliament, and other Information. Compiled by ARTHUR J. S. MADDISON. Reformatory and Refuge Union.

Monopolies by Patents, and the Statutable Remedies available to the Public. By J. W. GORDON, Barrister-at-Law. Stevens & Sons (Limited).

CASES OF THE WEEK.

Court of Appeal.

THE HUDDERSFIELD CORPORATION v. THE RAVENSTHORPE URBAN DISTRICT COUNCIL. No. 2. 31st May.

LOCAL AUTHORITY—ALTERATION OF BOUNDARIES—WATER SUPPLY—CONSTRUCTING WATERWORKS—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), s. 52—LOCAL GOVERNMENT ACT, 1888 (51 & 52 VICT. c. 41), ss. 57 AND 59.

This was an appeal from a decision of North, J. (reported in 45 W. R. 436; 1897, 1 Ch. 652), and raised the questions, first, what rights an order of a county council adding a district to the jurisdiction of a local authority gave the local authority with regard to the water supply of the district so added; and secondly, whether the laying pipes by the local authority within the added district as an extension of water supply in their old district was "constructing waterworks" within section 52 of the Public Health Act, 1875. The facts were as follow: The plaintiffs were the Huddersfield Corporation suing as a local authority having limits of supply extending beyond their municipal area. The defendant council were an urban district authority who take water in bulk from Dewsbury and distribute it to customers in their own district. Their predecessors were many years ago the Ravenshorpe Local Board, having a district which formed part of the township and parish of Mirfield, the parish and township being conterminous. The rest of the township of Mirfield also became an urban district, governed by the Mirfield Local Board. By an Act of 1871 the limits of the water supply of the Huddersfield Corporation were enlarged so as to include the township of Mirfield. The Huddersfield Corporation did not actually supply with water any part of the Ravenshorpe district, which was supplied by its own local authority; but the Huddersfield Corporation did supply the other part of the Mirfield township, including a small piece of about twenty acres, the subject of this action. By an order of the West Riding County Council, made in March,

1896, and duly confirmed by the Local Government Board under the Local Government Act, 1888, the twenty acres of Mirfield mentioned above, and another somewhat larger piece, were transferred from the district of the Mirfield Urban Council to that of the Ravenshorpe Urban Council. The order transferred to the defendant council "all the rights, liabilities, and obligations which are attaching to the Mirfield Council, wholly in respect of the added area, and all property within such area, vested in" the same council. The Ravenshorpe authority have lately taken steps to lay pipes in the twenty acres for the purpose of supplying water to that part of the added district. The plaintiffs applied by motion in this action for an injunction to restrain the defendants from constructing waterworks in this part of their added district without having given the notice required by section 52 of the Public Health Act, 1875, to the plaintiffs as being the water authority actually supplying the district. Section 51 of the Public Health Act empowers urban local authorities to construct waterworks for the supply of water in their district. Section 52 provides that "before commencing to construct waterworks within the limits of supply of any water company empowered to supply water they shall give written notice to every water company within whose limits of supply the local authority are desirous of supplying water," and that "it shall not be lawful for the local authority to construct any waterworks within such limits, if and so long as any such company are able and willing to supply water proper and sufficient for all reasonable purposes for which it is required by the local authority."

THE COURT (LINDLEY, LOPES, and RIGBY, L.J.J.) allowed the appeal. LINDLEY, L.J.—We have had an opportunity of looking at the case, and are all of opinion that North, J.'s view cannot be supported. The question is, what is the effect of the order of the county council which added the small piece of Mirfield to Ravenshorpe upon the supply of water? Before the order the Ravenshorpe local authority had no power to supply water within the added area, but the Huddersfield Corporation had the power. The question is whether the order of the county council has extended the power of the Ravenshorpe local authority with regard to the supply of water. To a certain extent it has by virtue of section 51 of the Public Health Act. But that section is followed by section 52, and the Huddersfield Corporation contend that they are not deprived of their right to supply water by the order, but that on the contrary the right of the local authority is controlled by section 52, and they can only supply water within the added area if the corporation is unable or unwilling to do so. This must depend on the order of the county council, and the statutory powers under which that order was made. Now, the statutory authority under which the order was made was the Local Government Act, 1888, ss. 57 and 59. I doubt whether under these sections the county council had the power to deal with the water supply, but even if they had there is nothing in the order to show that they intended to exercise that power. All the order does is to transfer a piece of the district to the Ravenshorpe district. That brings us back to section 52 of the Public Health Act. The object of that section is that if there is within the district of a local authority an established water company they are not to be deprived of the right to supply water without notice, and the object of giving notice is that if they are able and willing to exercise their powers they may continue to do so. Now comes the question, are the Ravenshorpe local authority "constructing waterworks" within the added area, or are they merely extending existing waterworks? Having regard to the interpretation section of the Public Health Act, it seems to me a strong thing to say that they are not constructing waterworks. Reliance was placed on the decision of Chitty, J., in the *Cleveland Water Co. v. Redcar Local Board* (43 W. R. 90; 1895, 1 Ch. 168). That decision appears to me to be quite right, but Chitty, J., had not to deal with the case we have before us—namely, the extension of waterworks within a new district. The question before him was whether an extension of waterworks by the local authority within a district which it already supplied with water was a construction of waterworks, and he said it was not. I cannot help thinking that North, J., was a little misled by not observing that Chitty, J., was dealing with a different case. Here I think that the defendants are constructing waterworks and that an injunction ought to be allowed.

LOPES and RIGBY, L.J.J., delivered judgments to the same effect. Appeal allowed.—COUNSEL, *Swinfen Eady, Q.C.* and *Alexander Glen*; *Fernon Smith, Q.C.*, and *E. C. Glen*. SOLICITORS, *Riddell, Faizy, & Smith*, for Town Clerk, Huddersfield; *Jaques & Co.*, for *Watts & Son*, Dewsbury.

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

Re DELMAR'S TRUSTS. Stirling, J. 27th April, 22nd May.

WILL—CONSTRUCTION—SUBSTITUTIONAL GIFT—CHARITABLE TRUST.

This was an originating summons which raised two questions of construction on the will of *FREDERICK DELMAR*, deceased. The testator, who died in 1896, by his will gave £10,000 to the trustees upon trust to invest and receive the income "and in every year to pay thereout one-tenth part thereof to the Protestant Alliance, 1851, or some one or more kindred institutions having for their object the maintenance and defence of the doctrines of the Reformation and the principles of civil and religious liberty against the advance of Popery, and in every year to divide the remainder of such income between such of the charitable institutions in London or in the neighbourhood of London as they may from time to time select in such proportions as they may deem fit, having regard to the relative proportions and magnitude of such institutions, and subject to such provisions for applying the same as they may in their discretion impose." The Protestant Alliance claimed to be entitled to the whole of

the one-tenth of the income derived from the £10,000, while several kindred institutions also claimed to be entitled to participate in it. The trustees of the will alleged that they had a discretion to decide what institutions should take the income and in what proportions.

STIRLING, J.—The Protestant Alliance claims to receive the whole of the one-tenth income while it exists, and that the gift in favour of one or more kindred societies is a substitutional gift to take effect only in the event of the Protestant Alliance ceasing to exist. That contention rests upon the proposition that a gift in a will to "A. or B." is *prima facie* to be treated as a substitutional gift to B. in case A. cannot take the benefit intended for him. For that broad principle I can find no authority. There are many cases in which a gift to A. or B. has been held to be substitutional, especially cases of a gift to "A. or his children." Of these cases *Carey v. Carey* (6 Ir. Chan. 255) is a typical example. But all those cases appear to me to have been decided upon consideration of the whole will and all the circumstances which can be taken into consideration upon the construction of a will. Coming to this will, I think that the language of the testator imports not a substitutional but an alternative gift. I think he chose the Protestant Alliance as the type of institution which he meant to benefit, but that he did not mean to benefit the Protestant Alliance exclusively. So understood, the gift is a good charitable gift, and I avoid the difficulties which are discussed in *Carey v. Carey*, which would arise if the gift were a gift to a private individual. Next, as to the claim of the trustees to have an absolute discretion as to what institutions are to benefit and in what proportions, the testator has given them an absolute discretion as to the distribution of the nine-tenths among the charitable institutions in London and the neighbourhood, and it was contended that as a matter of construction the same discretions ought to be read into the previous gift. I am unable to come to that conclusion. The discretion given to the trustees comes in the middle of directions relating exclusively to charities in London and the neighbourhood, and it seems to me that the power of exclusive selection and distribution and appointments ought not to read into the prior gift. The result is that, as the Attorney-General is here and desires it, there must be a scheme. The Protestant Alliance will, of course, benefit largely if not exclusively thereunder, and if application is to be made for the benefit of any other charity weight will of course be given to the views of the trustees.—COUNSEL, *Buckley, Q.C.*, and *Kerly*; *Diddin*; *Hastings, Q.C.*, and *Montes*; *Joyce*. SOLICITORS, *Kerly, Son, & Verdon*; *C. H. Collette*; *Hare & Co.*

[Reported by J. I. STIRLING, Barrister-at-Law.]

Winding-up Cases.

Re KHARASHKOMA EXPLORING AND PROSPECTING SYNDICATE (LIM.). 7th, 8th April, and 27th May.

COMPANY—WINDING-UP—CONTRIBUTORIES—SHARES ISSUED AS FULLY PAID-UP—CONTRACT AND SUB-CONTRACT—COMPANIES ACT, 1867 (31 & 32 VICT. c. 131), s. 25.

Summons by the liquidator, whereby he sought to make the holders of certain shares of the syndicate liable to pay calls thereon. These shareholders claimed that these shares had been issued as fully paid up under two contracts, and that they were protected by section 25 of the Companies Act, 1867. In 1892, the syndicate being in need of money, on the 17th of August entered into an agreement with the Concessions Development Co. that the latter should take up debenture bonds and should pay money on the debentures or lend it to the syndicate. Clause 8 of this agreement provided that by way of further remuneration to the company the syndicate agreed to allot to the company 163 preference shares, being the balance of its unissued capital, as fully paid, such allotment to be protected by a duly registered agreement under the 25th section of the Companies Act, 1867. A supplementary contract, dated the 31st of August, was accordingly made between the syndicate and the company, reciting that by the agreement of the 17th of August "it was agreed for the considerations therein mentioned that the syndicate should allot to the company 163 fully paid-up £10 preference shares of the syndicate, being the balance of the syndicate's unissued capital, such allotment to be protected by a duly registered agreement under the 25th section of the Companies Act, 1867, being this present agreement, and further recited that the previous agreement had been adopted by the company, and witnessed that it had been agreed that the syndicate should procure this agreement to be filed, and should allot to the company or its nominees 163 preference shares in the syndicate which should be deemed to be fully paid up. This contract was filed. The question now arose whether this agreement of the 31st of August, 1892, was sufficient to satisfy section 25. The liquidator claimed that it was not sufficient, but that the contract of the 17th of August was the one which should have been filed.

VAUGHAN WILLIAMS, J., held that, without laying down a general rule, the sub-contract of the 31st of August was sufficient to satisfy the section, for it mentioned the parties to it, the shares affected by it, and identified the consideration as sufficiently as if it had recited the consideration of the principal contract.—SOLICITORS, *Chester & Son*; *Hodges & Pike*; *Henry P. Spottiswoode*.

[Reported by C. W. MEAD, Barrister-at-Law.]

High Court—Queen's Bench Division.

KENT v. FRASER. Div. Court. 21st May.

REGISTRATION LAW—BOROUGH VOTE—OCCUPATION AS TENANT—TENANT OF PUBLIC-HOUSE BECOMING MANAGER FOR OWNERS.

Case stated by a revising barrister. At the revision court the appellant

objected to the name of the respondent Fraser being retained in the occupiers' list (Division I.) on the ground that he had not occupied the qualifying premises (the Old Pilot Inn, Gloucester) as owner or tenant, and that he occupied only as manager for Miller & Co. Fraser entered on the occupation of the qualifying premises under an agreement of the 24th of June, 1889, whereby they were let to him by Bailey on a yearly tenancy; no notice to determine that tenancy was given except as stated below. Bailey's reversion became before December, 1894, vested in Miller & Co. On the 15th of December, 1894, an agreement was made by a letter addressed to Miller & Co., and signed by Fraser, as follows: "In consideration of your employing me as manager of the Old Pilot Inn, Gloucester, and paying me 40s. per week as salary, and to cover all my personal, domestic, and other expenses other than necessities required for carrying on the trade, I hereby agree to faithfully account to you for all moneys taken in the house for the sale of your wines, spirits, beers, and cigars, &c., and remit the same every Monday morning, less the above amount for salary and expenses herein referred to. I also agree to give up peaceable possession of the said inn upon receiving one month's notice from you so to do, and will hand over the licenses. . . . This service to take effect from the day of your obtaining possession of the said inn." No rent under the agreement of the 24th of June, 1889, was afterwards claimed or paid, but accounts were rendered according to the agreement of the 15th of December, 1894. On the 20th of August, 1896, Miller & Co. sent a letter to Fraser containing these words: "We find that we have to give you one month's notice to terminate the tenancy, and we accordingly beg to give you such notice." Fraser was in occupation during the qualifying period. The revising barrister thought that the agreement of the 15th of December, 1894, did not determine the tenancy under the agreement of 1889, and that the engagement of Fraser as manager was not inconsistent with his occupation as tenant, and also that the letter of the 20th of August, 1896, recognized an existing tenancy. He found "as a fact" that Fraser had occupied as tenant during the qualifying period, and therefore retained his name on Division I. of the occupiers' list. The question was whether there was any evidence to support this decision.

THE COURT (LORD RUSSELL OF KILLOWEN, C.J., and HAWKINS and COLLINS, JJ.) allowed the appeal.

LORD RUSSELL OF KILLOWEN, C.J.—Division I. of the occupiers' list contains the names of persons entitled to both the Parliamentary and the burgess franchise, and the question is whether there was evidence before the revising barrister that this man was entitled to both franchises. It is clear that if his occupation was by virtue of a service, and not as owner or tenant, he was not entitled to be registered as a burgess (*McClellan v. Pritchard*, 20 Q. B. D. 285). Now, if the agreement of 1889 were subsisting and the respondent had continued to occupy under that agreement, the decision of the barrister would clearly have been right. But we are all agreed that the agreement with Miller & Co. of the 15th of December, 1896, operated as a determination of the previous agreement. Under this new agreement the respondent is to have a salary and to account for moneys and goods and remit balances to his employers; and he is to give up possession on a month's notice, which merely means that before he loses his position as manager he is to have time to turn round. I think that under this new agreement no new tenancy was created, but that the respondent occupied as the servant of Miller & Co. But there is a finding of fact that he occupied as tenant, and we cannot disregard that finding unless compelled to do so. Was there anything in the evidence which would have made it proper to have left the question to a jury whether the respondent occupied as tenant? It is conceivable that the relation of owner and manager of a public-house might co-exist with the relation of landlord and tenant; but that is not this case. I think there was here no evidence which could properly have been left to a jury, or on which they could properly have found that the respondent occupied as tenant. The agreement of the 15th of December, 1894, is inconsistent with the notion of a tenancy; and though in the notice by which the company sought to determine the relations between them and the respondent the word "tenancy" is used that does not seem to me to alter the fact that no tenancy then existed. The finding of the revising barrister depends upon his view that the agreement of the 15th of December, 1894, did not operate as a determination of the previous tenancy, and if he was wrong in that view his finding must go. In my clear opinion that agreement did determine the tenancy, and nothing which occurred subsequently altered that state of things. The conclusion of the revising barrister was wrong, and this appeal must be allowed.

HAWKINS and COLLINS, JJ., concurred. Appeal allowed.—COUNSEL, William Graham. SOLICITOR, Richard White, for Frank Treasurer, Gloucester.

[Reported by T. R. C. DILL, Barrister-at-Law.]

ATTORNEY-GENERAL *v.* WOOD AND OTHERS. Div. Court. 1st and 5th April and 27th May.

INLAND REVENUE—ESTATE DUTY—SETTLEMENT—CONTINGENT LIFE INTEREST—SUBSEQUENT SUBSISTING LIMITATIONS—FINANCE ACT, 1894 (57 & 58 VICT. c. 30), s. 5 (3) and s. 7 (7).

This was an information by the Attorney-General on behalf of the Crown, and it raised a question under the Finance Act, 1894. The facts are as follows: William Henry Goschen, deceased, by his will dated the 12th of July, 1865, bequeathed to the trustees of his wife, Henrietta Goschen, the sum of £85,000, upon trust to pay the income thereof to her during her life, and after her death to his five daughters equally. The said testator died on the 28th of July, 1866, his wife, Henrietta Goschen, surviving him. One of his daughters was Henrietta Barbara Goschen, and she married the Rev. C. L. Vaughan. By an indenture dated the 8th of

January, 1877, and made between the said Rev. C. L. Vaughan of the first part, the said Henrietta Barbara Goschen of the second part, and R. Wood, C. H. Goschen, and A. H. Goschen (the defendants in this case) of the third part, it was witnessed that in consideration of the intended marriage the said Henrietta Barbara Goschen assigned unto the said defendants all the share and interest to which she was entitled by virtue of the said will in the aforesaid sum of £85,000 upon trust during the joint lives of the said C. L. Vaughan and Henrietta Barbara Goschen to pay the income of the said trust fund to her for her sole and separate use, without power of anticipation, and after the death of such one of them as should first die to pay the income to the survivor and his or her assigns for life, and after the death of such survivor for the children of such marriage, and in the event of there being no issue and the said Henrietta Barbara Goschen surviving the said C. L. Vaughan then in trust for the said Henrietta Barbara Goschen, her executors, administrators, and assigns. In March, 1895, the said Henrietta Goschen, the widow of the testator, died, and on the 8th of August, 1895, the said C. L. Vaughan also died. There was no issue of the marriage, and the said Henrietta Barbara Vaughan consequently became absolutely entitled on the death of the said C. L. Vaughan to the property settled by her. Under these circumstances, and having regard to the Finance Act, 1894, it was alleged that estate duty became payable upon the death of the said C. L. Vaughan in respect of the enlargement of the interest of the said Henrietta Barbara Vaughan in the settled property from a life interest to an absolute interest in possession—that is to say, on the capital of the settled funds, less the value of her life interest therein: Application was duly made on behalf of the Commissioners of Inland Revenue to the defendants, the trustees of the settlement, for payment of such duty, but the defendants refused to pay such duty on the ground that no duty was payable. The information prayed that it might be declared that upon the death of the said C. L. Vaughan estate duty became payable under the provisions of the Finance Act, 1894, upon the capital value of the trust fund comprised in the said settlement of the 8th of January, 1877, less the value at the time of his death of the life interest of the said Henrietta Barbara Vaughan in such funds. By the Finance Act, 1894, it is provided as follows: Section 5 (3).—In the case of settled property where the interest of any person under the settlement fails or determines by reason of his death before it becomes an interest in possession and subsequent limitations under the settlement continue to subsist, the property shall not be deemed to pass on his death. Section 7 (7).—The value of the benefit accruing or arising from the ceasing of an interest ceasing on the death of the deceased shall (a) if the interest extended to the whole income of the property be the principal value of that property, and (b) if the interest extended to less than the whole income of the property be the principal value of an addition to the property equal to the income to which the interest extended. On behalf of the Crown it was contended that on the death of her husband duty was payable on the difference between the value of her interest when subject to her husband's contingent life interest and the value of the absolute interest in possession which she acquired on her husband's death, and the case of *Attorney-General v. Robertson* (1893, 1 Q. B. 293) was cited. For the defendants it was contended that on the death of the husband no property passed to the wife. The husband had only had a contingent life interest, he had never come into possession. Section 2 (1) (b) does not apply to such a case. There were subsisting limitations here, and therefore the exemptions provided by section 5 (3) applied, and no duty was payable. *Cur. adv. vult.*

THE COURT (VAUGHAN WILLIAMS and WRIGHT, JJ.) delivered judgment in favour of the defendants.

VAUGHAN WILLIAMS, J., in delivering a written judgment, said that the estate duty claimed, if leviable at all, must be leviable under sections 1 and 2 of the Act of 1894. Had any property passed on the death of the husband to the wife? He was of opinion that it was clear that no property passed which the husband was at the time of his death competent to dispose of. If any property passed at all it must be property under section 2 (1) (b)—namely, property in which the husband had an interest ceasing on his death to the extent to which a benefit arose by ceasing of such interest. He, the learned judge, was of opinion that such property did pass here, for a benefit accrued to the wife by the ceasing of her husband's contingent interest, in that she would have been able to sell her own interest for a greater price than she could have done during his lifetime. Holding, therefore, that there was within the meaning of section 2 (1) (b) a ceasing of interest on the husband's death and a benefit accruing therefrom, it remained to be considered what was the value of that benefit, and whether there was anything to exempt the defendant from paying duty. Section 7 (7) purported to prescribe a measure of the value of that benefit. He would not give any judicial interpretation of the meaning of sub-section 7, but he thought it applied to this case and supplied the measure of the value of the benefit. The question then arose as to the exemptions. By section 5 (2) and (3), if estate duty had been paid on settled property it was not to be payable again until the death of some person competent to dispose of the property, and in cases where an interest of a person failed before it became an interest in possession property should not be deemed to pass on his death, if subsequent limitations, one or more it might be, under the settlement continued to subsist. In this case, at the death of the husband subsequent limitations did continue to subsist, notwithstanding the fact that the wife thereupon became absolutely entitled to the property. The word "subsist" properly described any estate created by the settlement which had not come to an end. It was none the less a limitation because there was no estate beyond it; in other words the limitations under the settlement continued until the death of a person who was at the time of death competent to dispose of such property. Section 5 (3) applied to this case, and therefore

neither settlement estate duty nor estate duty became payable. The case of the *Attorney-General v. Robertson* was a case under the Succession Duty Act, and did not apply here.

WRIGHT, J., concurred. Judgment for the defendants.—COUNSEL, *Sir R. Webster, A.G., Sir R. B. Finlay, S.G., and Vaughan Hawkins; Sir R. Reid, Q.C., and Austen-Cartmell*. SOLICITORS, *Solicitor to Inland Revenue; Drues & Atiles*.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

Re BROSTER, Ex parte PRUDDAH. Div. Court. 24th and 27th May. COUNTY COURT—EXECUTION—DISTRESS FOR RENT—POUNDAGE OF HIGH BAILIFF—COUNTY COURTS ACT, 1888 (51 & 52 VICT. C. 43), ss. 154, 160; COUNTY COURT RULES, 1889, SCHEDULE A.

This was an appeal from the county court judge at Birkenhead (his Honour Judge Foulkes) disallowing certain poundage claimed by the high bailiff of that court. Upon the 22nd of December, 1896, the high bailiff entered upon the premises of one Broster and seized goods thereon sufficient to satisfy a warrant of execution for £20 11s. 3d.; and proceeded to hold them for five days before selling as required by section 154 of the County Courts Act, 1888. While the high bailiff was thus on Broster's premises—namely, upon the 23rd of December, the landlord, acting as directed by section 160 of the same Act, delivered to the bailiff or his officer a notice in writing stating that the rent was in arrear to the extent of £55, and the high bailiff thereupon seized and held possession of further goods on Broster's premises to satisfy the claim for rent in addition to the amount claimed under the execution. The high bailiff claimed to be entitled to poundage at the rate of sixpence in the pound on the value of the goods seized to satisfy the execution, up to the value of £20, and to poundage to a similar amount on the value of the goods seized to satisfy the landlord's claim. Section 154 of the County Courts Act, 1888, gives the high bailiff power to appoint brokers or appraisers who are to sell goods seized in execution, and who "shall be entitled to have, out of the produce of the goods so distrained or sold, sixpence in the pound on the value of the goods." Section 160 of the same Act enacts, *inter alia*, that where there is an execution in any premises the landlord may, within five days of the execution, serve a notice in writing on the officer in possession stating what rent he claims, and if he make such claim the officer shall, in addition to the levy under the warrant of execution, "distrain for the rent so claimed," and when the goods are sold the landlord is paid his rent in priority to the claimant under the warrant of execution. Schedule A to the County Court Rules, 1889, enacts, *inter alia*, "All poundage except where otherwise herein specified, shall be estimated upon the amount on value of the subject-matter of the proceeding upon which it is payable, except where the said amount or value exceeds twenty pounds, where the poundage shall be estimated on twenty pounds only." The county court judge treated the seizure under the warrant of execution and the distress under the landlord's claim as one "proceeding," and allowed poundage upon twenty pounds only as provided in Schedule A. The high bailiff appealed.

THE COURT (VAUGHAN WILLIAMS and WRIGHT, JJ.) allowed the appeal, holding that the words of section 154 "shall be entitled to have out of the produce of the goods so distrained or sold sixpence in the pound on the value of the goods," and also the wording of section 160 seemed plainly intended to distinguish execution and distress, and to allow fees to the high bailiff in respect of each transaction. The Court pointed out that if these sections were not so interpreted the effect of the enactment as to fees contained in Schedule A—"All poundage, except where otherwise herein specified, shall be estimated upon the amount in value of the subject-matter of the proceeding upon which it is payable, except where the said amount or value exceeds twenty pounds, where the poundage shall be estimated upon twenty pounds only"—would be to deprive the high bailiff in many cases of any remuneration for distress at all, for whenever an execution was issued to the value of £20 or more, and a distress was also put in, unless the execution and distress were treated as separate proceedings the high bailiff would get no fees for the distress. Appeal allowed.—COUNSEL, *Buckmaster and L. Sanderson; Muir Mackenzie*. SOLICITORS, *E. H. Scott; The Solicitor to the Board of Trade*.

[Reported by P. M. FRANKER, Barrister-at-Law.]

LEOPARD v. LITOUN. Div. Court. 29th May.

AUCTION—KNOCK-OUT SALE—LEGALITY OF PUTTING ON A PUFFER OR RESERVED PRICE—LEGALITY OF CONTRACT TO SHARE PROFITS WHERE ONE OF THE PARTIES REFRAINS FROM BIDDING FOR A PARTICULAR LOT—RIGHT TO ENFORCE CONTRACT.

Appeal from the decision of Mr. Sills, sitting as deputy judge at the Woolwich County Court, who had non-suited the plaintiff. The facts stated were the following: In November last the Government held a sale by auction of surplus stores at Woolwich Arsenal, and among the lots sold was one consisting of four cases of sweet spirits of nitre, which was knocked down to the defendant for £5. Prior to the sale it was arranged between the plaintiff and the defendant that the latter should buy the lot which was then to be disposed of in some way or other to their mutual profit. After the sale it was, according to the plaintiff's case, arranged that the defendant should sell him the goods for £6. The plaintiff then made arrangements with a third party to purchase the lot from himself for £13 10s. The defendant meanwhile disposed of the goods elsewhere, and the plaintiff then brought this action to recover the difference—namely, £7 10s. The deputy judge held that the arrangement entered into between the plaintiff and the defendant, not to bid against each

other, amounted at law to a conspiracy to cheat the Government authorities, and that the illegality of the "knock-out" vitiated the contract. He therefore non-suited the plaintiff, who thereupon entered the present appeal. Counsel on his behalf contended that a "knock-out" was not illegal, and cited the case of *Lepi v. Lepi* (6 C. & P. 239), in order to shew that that authority, which was in favour of the judge's decision, had been overruled. [WRIGHT, J.—You need not cite authorities; that case was wrongly decided. There is nothing illegal in a knock-out: *Heffer v. Martyn* (15 W. R. 390, W. N. 1867, 50 and 75). If the Government were not prepared to take the bids made for the lots, they should have employed a "puffer" or put on a reserved price. The Court of Chancery, within certain limits, allows a "puffer" to be employed.] Even if there was a conspiracy, it did not affect the subsequent contract, and the judge was wrong in the decision he had come to. [GRANTHAM, J.—Yes; but I do not see how we can enter judgment for the plaintiff here, and the case must go back for a new trial.] [WRIGHT, J.—That is so; we have no means of ascertaining the amount of damages.] The defendant, who appeared in person, was stopped by the court from arguing his case.

GRANTHAM, J., in giving judgment, said the deputy county court judge was wrong in his law, and that to enable him to come to a decision on the facts he must hear the evidence. The case would be sent back; the costs of this appeal to abide the result of the new trial.

WRIGHT, J., concurred.—COUNSEL, *Forman*. SOLICITOR, *Arthur B. Burgess*. The respondent appeared in person.

[Reported by ESKINE REID, Barrister-at-Law.]

POWELL v. KEMPTON PARK RACECOURSE CO. (LIM.) Lord Russell. 31st May.

GAMING—PLACE USED FOR BETTING—ENCLOSURE ON RACECOURSE—BETTING BY BOOKMAKERS "WITH PERSONS RESORTING THEREON"—INJUNCTION—BETTING ACT, 1853 (16 & 17 VICT. C. 119), ss. 1, 3.

Action tried before Lord Russell of Killowen, C.J., without a jury. The plaintiff is a shareholder of the defendant company, which is incorporated under the Companies Acts for the purposes (*inter alia*) of carrying on the business of a racecourse company. The plaintiff alleged that the defendant company has, for the purpose of its business, acquired and is the owner of the premises known as the Kempton Park Racecourse, and that adjoining such course and forming part of the premises the defendant company has fenced off and enclosed by means of iron rails a piece of ground known as "Tattersall's Enclosure" or the "Reserved Enclosure," and that any member of the general public is admitted to the racecourse on payment of an entrance fee of 1s. or 2s. 6d., and admitted to the reserved enclosure on payment of a further fee amounting with the entrance fee to £1; that at race meetings, and particularly on the 12th and 13th days of March, 1897, the enclosure was opened and kept by the defendant company for the purpose of (1) certain persons using the same (that is to say, professional bookmakers) betting with persons resorting thereto, and (2) money being received by such persons using the same as deposits on bets made on horse races which were then being held on the premises under the direction of the defendants. The plaintiff alleged that the defendant company, in addition to its business as keeper of a racecourse, was carrying on a business which is illegal under the Betting Act, 1853, and outside the scope of its memorandum of association, and was liable to be indicted and fined and to have its property confiscated; and he claimed an injunction to restrain the defendants from opening or keeping the enclosure for the purposes aforesaid.

THE COURT gave judgment for the plaintiff, with costs, granting the injunction asked for.

LORD RUSSELL OF KILLOWEN, C.J.—In this case I have been asked to expedite the hearing, and I have agreed to do so after consulting some of my learned colleagues, and I wish to state the reasons why I have done so. This case is not the same in all respects, although incidentally the same points are capable of being raised, as the case of *Hawks v. Dunn* (45 W. R. 359, 41 SOLICITORS' JOURNAL, 351; 1897, 1 Q. B. 579), because the case of *Hawks v. Dunn* decides that betting in racecourse enclosures by professional betting men under the circumstances disclosed in that case is an illegal user of a place within the meaning of the Betting Act, 1853. This case is presented differently. It is an action directed against the defendants upon the theory that they, as the owners and occupiers of the racecourse, are, in effect, letting it out, or suffering it to be used by persons, for the purposes of illegal betting. The question is not one at all free from very considerable difficulty. As has been pointed out, the statute under which the action is brought is entitled "An Act for the Suppression of Betting Houses," and it recites: "Whereas a kind of gaming has of late sprung up tending to the injury and demoralization of improvident persons by the opening of places called betting houses or offices." Now, that language unquestionably points to the evil specially aimed at by the Legislature—that is to say, some kind of gaming of recent origin and growth, the machinery for the carrying out of which was the opening of places called "betting houses or offices." Although the title of the Act and the preamble of the Act have no force to control the enacting clauses of the Act, yet undoubtedly they are useful as throwing light upon what is the prime object of the Act. But if the enacting clauses go wider than the declared purposes of the Act, effect must be given to that wider extent of the enacting clauses. But judging by that preamble under the description of "a kind of gaming that has of late sprung up and which is carried on by means of the opening of betting houses or offices," it is difficult to see that the Legislature could have had prominently in their minds the betting on racecourses, the history of racing having an existence of some centuries, and probably, without doubt, coincident with

that ancient history, betting accompanying it; whether in enclosures exactly of the same kind I do not know. However that may be, the consequences of the view taken in the case of *Hawke v. Dunn* are certainly serious consequences. As the learned counsel for the defendants has pointed out, such a use of an enclosure may be the subject of an indictment for nuisance; the owner or occupier may be indicted for keeping a common gaming house; and lastly, all persons found in the enclosure which is so used, whether they are there for the purpose of sight-seeing merely, or for the purpose of casual betting, are all liable under warrant to be seized and searched and brought before a magistrate. I observe that in the very careful and elaborate judgment of the court they have justified their judgment—a judgment arrived at unanimously—by reference to a number of decided cases. I desire only to say, first, that there is no one of them, so far as I know, which presents exactly the same circumstances or which raises precisely the same question as was raised in *Hawke v. Dunn*, or as is proposed to be raised in the present instance, and that, so far as reported cases are concerned, although racing has a history of some centuries at least, and although the Act of 1853 has been in operation for some forty-four years, yet there is only one case, so far as I know, in which an attempt has been made to declare betting on racetracks illegal, and that was a case the circumstances of which certainly were not the same as in the present case; and again with one single exception in the long array of authorities, in only one case, and that also in circumstances different from the present case, has the decision of the court of first instance been subject to the judicial review of the appellate tribunal. Of course if the law is, as it is declared by the learned judges to be, and as it must be assumed to be so long as their decision remains unreversed, the law must be obeyed. But in view of the comparative novelty of the question as it is now presented, and in view of the considerations to which I have referred, it cannot be doubted that it is manifestly desirable in the best interests of the public that the interpretation of the law shall be declared by the highest appellate tribunal in the country. There is one question which I am inclined to think did not receive either in the argument or in the judgment the full discussion which I think it deserved—namely, the question of the character of the user, which is necessary to bring the persons so using the place within the Act. I have stated these reasons which have satisfied me that this is a case in which it is proper that I should have done what may be done properly to assist in the speedy disposition of the questions at issue. Now, what is my judgment to be? My duty is very simple and clear. Even if I had, which I have not, a settled and considered judgment inconsistent with, or opposed to, the most recent decision upon the question, my duty would be to bow to the decision of the co-ordinate court, especially as it consisted of five learned and experienced judges. I therefore have nothing to do except to point out that in the statement of defence and in the particulars which are put in of that statement of defence, the defendants have admitted a course of conduct and a user from which I think that the proper inference to be drawn is that they have permitted and authorized an illegal use of the enclosure according to the decision in *Hawke v. Dunn*. There therefore must be judgment for the plaintiff, and the injunction against the defendants must go in the terms in which it is asked, but that injunction will lie in the office until the appeal is disposed of, or until further application to this court.—COUNSEL, *Asquith, Q.C.*, and *H. S. Cautley*; *Sir Frank Lockwood, Q.C.*, *Joseph Walton Q.C.*, *C. Mathews*, and *Stutfield*. SOLICITORS, *Le Brasseur & Oakley*; *Peacock & Son*.

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

LAW SOCIETIES.

THE INCORPORATED LAW SOCIETY. VICTORIA PENSION FUND.

	£	s.	d.
Amount acknowledged last week	5,785	11	0
C. F. Mander, 9, New-square, Lincoln's-inn, W.C.	5	5	0
A. Neale, 60, Boundary-road, N.W.	1	1	0
F. Sheffield, 23, St. Swithin's-lane, E.C.	2	2	0
Kingsford, Dorman, & Co., 23, Essex-street, Strand, W.C.	25	0	0
Norton, Rose, Norton, & Co., 57½, Old Broad-street, E.C.	25	0	0
E. Heys-Jones, 5, John-street, Bedford-row, W.C.	1	1	0
Philip Witham, 1, Gray's-inn-square, W.C.	25	0	0
J. Louch, Langport (per Somerset Law Society)	1	1	0
E. W. Lemon, Sherborne Do. Do.	1	1	0
Robert Cunliffe, 48, Chancery-lane, W.C.	26	5	0
John Bagshaw, Manchester	26	5	0
John Bolton, Kendal	5	5	0
Clapham, Fitch, & Co., 15, Devonshire-square, Bishopsgate, E.C.	10	10	0
A. W. Brain, 36, High-street, Southampton	1	1	0
H. W. Purkis, 1, Lincoln's-inn-fields, W.C.	5	5	0
Charles Hall, Huddersfield	1	1	0
D. J. Bailey, Huddersfield, per Charles Hall	1	1	0
J. H. Bentley, Do. Do.	1	1	0
R. P. Berry, Do. Do.	1	1	0
J. J. Booth, Do. Do.	1	1	0
J. Bottomley, Do. Do.	1	1	0
E. F. Brook, Do. Do.	1	1	0
T. Drake, Do. Do.	1	1	0
J. H. Dransfield, Do. Do.	1	1	0
T. J. Dyson, Do. Do.	1	1	0

G. G. Fisher, Do.	1	1	0
A. H. J. Fletcher, Do.	1	1	0
J. H. Fletcher, Do.	1	1	0
C. E. Freeman, Do.	1	1	0
T. Grisdale, Do.	1	1	0
Heap & Heeley, Do.	1	1	0
A. E. T. Hinchcliffe, Do.	1	1	0
Johnson & Crook, Do.	1	1	0
E. G. Learoyd, Do.	1	1	0
S. Learoyd, Do.	1	1	0
C. H. Marshall, Do.	1	1	0
C. Mills, Do.	1	1	0
F. W. Mills, Do.	1	1	0
Hely Owen, Do.	1	1	0
J. W. Piercy, Do.	1	1	0
T. H. Ramsden, Do.	1	1	0
W. Ramsden, Do.	1	1	0
F. A. Reed, Do.	1	1	0
T. D. Ruddock, Do.	1	1	0
A. Swift, Do.	1	1	0
Alfred Sykes, Do.	1	1	0
Edwin Sykes, Do.	1	1	0
Frank Sykes, Do.	1	1	0
G. H. Sykes, Do.	1	1	0
James Sykes, Do.	1	1	0
J. H. Sykes, Do.	1	1	0
J. L. Sykes, Do.	1	1	0
John Sykes, Do.	1	1	0
J. H. Turner, Do.	1	1	0
F. C. Watkinson, Do.	1	1	0
R. Welsh, Do.	1	1	0
Henry White, Do.	1	1	0

£5,990 15 0

ANNUAL GENERAL MEETING.

The annual general meeting of the members of the Incorporated Law Society will be held on Friday, the 9th of July next, at 2 p.m. precisely, for the election of a president and a vice-president of the society; of ten members of the council, in lieu of ten members who go out of office in rotation; of three auditors; and for other purposes of the society. The following are the names of the members who go out of office by rotation, and so far as is known, all of them, with the exception of Mr. James Heelis, will be nominated for re-election: Mr. Joseph Addison, Mr. Henry Attlee, Mr. James Samuel Beale, Sir Henry Fowler, Mr. James Heelis, Mr. John Hollams, Mr. Henry Manisty, Mr. Henry Roscoe, Mr. Cornelius Thomas Saunders, Mr. Robert Lowe Grant Vassall.

ANNUAL ELECTION OF THE GENERAL COUNCIL OF THE BAR.

The following gentlemen have been elected members of the General Council of the Bar:—

QUEEN'S COUNSEL.—Mr. Marston C. Buzzard, Mr. H. H. Cozens-Hardy, M.P., Mr. F. A. Bosanquet, Mr. G. Pitt-Lewis, Mr. T. Milvain, Mr. E. L. Levett, Mr. William Pickford, Mr. Edward Henry Carson, M.P.

OUTER BAR.—Mr. William Graham, Mr. W. English Harrison, Mr. A. J. Ram, Mr. H. D. Bonsey, Mr. H. F. Manisty, Mr. S. C. Macaskie, Mr. R. F. Norton, Mr. F. H. Mellor, Mr. T. R. Bridgwater, Mr. J. F. P. Rawlinson, Mr. A. Clavell Salter, Mr. Lancelot Sanderson, Lord Robert Cecil, Mr. A. W. Bainton, Mr. Guy Stephenson, Mr. Stamford Hutton.

The number of voting papers sent in were 2,105, of which 46 were rejected.

LAW ASSOCIATION.

The eightieth annual court of this excellent society was held at the Law Institution on Monday last. In the absence of the Attorney-General, who is president, Mr. Charles Burt (late of Bircham & Co.), the vice-president, took the chair.

Mr. Burt, in moving the adoption of the report, gave a short account of the formation and progress of the association. It was instituted in 1817 by the leading London solicitors of that day for the benefit of the widows and children of members (who must be solicitors practising in the metropolis within the bills of mortality) dying in distressed circumstances by giving annual payments of money or assisting to establish the widow or children in some business or employment, and to allow assistance to members involved in pecuniary difficulties through inability to conduct their business from bodily or mental infirmity or other involuntary calamity.

In 1825 the directors were authorized to make grants to a limited extent to London solicitors who are not members.

During the eighty years of its existence the association had received in donations, subscriptions, and dividends on investments £108,000. The total grants to members and their families have been £71,820, and to non-members £12,465, making a grand total of grants, £84,285.

With a view to protect the permanent interests of the members, large investments have from time to time been made, and there were now in the names of the trustees first-class securities of the present value of £48,000, producing an annual income of £1,250. The association was, therefore, in a very sound financial position. The report submitted to the meeting showed that the total receipts for the past year amounted to £1,548 10s. 2d., whilst the expenditure for relief was £1,105, and for cost

of management £140, and there was a cash balance of £690 in hand. The membership had of late years fallen off, and there were now only some 230 members on the books. The board were most desirous of increasing this number, more especially from the younger men in the profession, and with a total number of 6,000 solicitors taking out London certificates it was felt that there should be a much larger membership.

The formation of the Solicitors' Benevolent Association had no doubt prevented many London solicitors from joining the older association, but as the objects of the former extended to the whole of England and Wales, whilst the Law Association were by their constitution limited to London solicitors, there was no competition, and there was ample room for both.

The directors of the Law Association worked in friendly accord with the Solicitors' Benevolent Association. Some of them were members of both boards. Several efforts have been made towards amalgamation, but the technical and practical difficulties which existed had hitherto prevented the union of the two societies.

In view of the substantial amount of invested funds belonging to the association, and the desirability of enlisting the younger members of the profession in its ranks, the directors had unanimously resolved to recommend the court to reduce the annual subscription from £2 2s. to £1 1s., and the life subscription from £21 to £10 10s. They hoped by doing this to obtain a large increase of the membership of the association and to extend its operations and spread its benefits over a much greater area.

Mr. Burt pointed out that no other institution could give such advantages to its members at so small a cost, and earnestly invited those who were present to give their best assistance to increase the membership and to make known the new conditions of subscription.

Mr. Sidney Smith, one of the treasurers, seconded the motion, and, after remarks by Mr. H. Brandon (chairman of the board for the current year), Mr. Spencer Whitehead, Mr. T. P. Borrett, Mr. T. D. Bolton, M.P., Mr. A. C. Cronin, Mr. Daw, and other members, the report and accounts were unanimously adopted, and resolutions were passed altering the regulations so as to accord with the directors' recommendations.

The retiring president, vice-president, treasurers, and directors were re-elected, and the name of Mr. R. H. Peacock was added to the board. A hearty vote of thanks to the chairman and directors was passed, and a similar compliment to the auditors for their services. The secretary of the association is Mr. Arthur Carpenter, of Devereux-chambers, Temple, who will be glad to receive communications from solicitors desiring to join.

LEGAL NEWS.

APPOINTMENTS.

Mr. J. HARVEY MURPHY, barrister, has been appointed by the Attorney-General Prosecuting Counsel to the Treasury in Mint cases at the Quarter Sessions and Assizes holden in Essex. Mr. Murphy was called to the Bar in June, 1887.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

GRIFFITH JONES LLOYD HUMPHREYS and ARTHUR EDWARD WADE, solicitors, 38, Cranbourn-street, Leicester-square, London (Lloyd Humphreys & Wade). May 27. The said business will in future be carried on by the said Griffith Jones Lloyd Humphreys alone.

ORLANDO GEORGE HARMAN and ALFRED ERNEST WARD, solicitors, 7, King-street, Cheapside, London (Harman, Ward, & Collier). May 27.

[Gazette, June 1.]

GENERAL.

It is proposed by the University of Cambridge to confer the degree of LL.D. *honoris causa* upon Lord Russell of Killowen and the Right Hon. S. J. Way, Chief Justice of South Australia.

Mr. John Addison, Q.C., late M.P., for Ashton-under-Lyne, was presented at Ashton-under-Lyne on Saturday with a silver service in recognition of his having held the seat for a period of ten years.

The gossip of the Temple affirms, says the *St. James's Gazette*, that, with the advent of the Jubilee, Lord Justice Lopes and Mr. Justice Hawkins will retire from the Bench and be raised to the peerage.

The members of the General Council of the Bar dined together at the Ship Hotel, Greenwich, on the 28th ult. Among those present were Mr. Cosens-Hardy, Q.C., M.P., Mr. Warrington, Q.C., Mr. Channell, Q.C., Mr. Cripps, Q.C., M.P., and Lord Robert Cecil.

The treasurer and benchers of Lincoln's-inn will entertain the Colonial premiers visiting this country at a banquet in Lincoln's-inn hall on Monday, July 5, in celebration of her Majesty's jubilee. A distinguished company will be invited to meet them.

The *Times* says that the Select Committee on Parliamentary Election Petitions met on Friday in last week and elected Sir Robert Finlay chairman. It was agreed to begin taking evidence on the 29th of June, when the first witnesses will be three judges and the same number of Queen's Counsel.

The report was current in the Lobby last week, says the *Times*, that Sir

Edward Fry, who was a judge of the High Court of Justice from 1877 to 1883, and a Lord Justice of Appeal from 1883 to 1892, has consented to preside over the Royal Commission which is to be appointed to inquire into the practice and procedure of the Irish Land Commission in fixing fair rents and in making advances under the Land Purchase Acts.

A meeting of the Society of Chairmen and Deputy-Chairmen of Quarter Sessions was held on Tuesday at the Guildhall, Westminster. Viscount Cross was re-elected president and Mr. Russell James Kerr was re-elected vice-president. The society considered the following Parliamentary Bills and other matters affecting the courts of quarter sessions: Law of Evidence (Criminal Cases) Bill, Prisoners Personal Correction Prohibition Bill.

When some applause occurred in Salisbury Assize Court on Wednesday, says the *Globe*, Mr. Justice Day said that the police were as incompetent to keep order in court as they were in other things. But, seeing that the applause was evoked by his Lordships severe censure of the police "for other things," the police might naturally have felt a little reluctance to interfere with it. It illustrates the difficulty of satisfying a critic who is both Day and Knight at the same time.

A Blue-book relating to the proceedings instituted by the Director of Public Prosecutions in 1896 has just been issued. Out of 73 murder cases in which men were prosecuted 27 were sentenced to death, 20 found guilty of manslaughter, and eight were insane. Out of 35 women prosecuted for murder, two were sentenced to death, two were found guilty of manslaughter, and four were insane. There were 25 cases of bankruptcy prosecutions, involving 29 persons. Of these 19 were convicted, six acquitted, three absconded, and one died before trial. The total number of cases in 1895 was 48.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined, Tested, and Reported Upon by an Expert from Messrs. Carter Bros., 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. (Established 21 years.)—[ADVT.]

THE PROPERTY MART.

SALES OF ENSUING WEEK.

June 10.—Messrs. BRADLEY, WOOD, & Co., at the Mart, at 2 p.m. Freehold Property in Great St. Helen's and St. Mary-axe. Also Freehold Ground-rent of £110 per annum with reversion. Solicitors, Messrs. Lyne & Holman, London.

Freehold Estate of about 223 acres, with Family Residence, at East Grinstead. Solicitors, Messrs. Fox & Thicknesse, of London, and Messrs. Langridge & Freeman, of Tunbridge Wells.

Freehold Estate at Springfield, Essex, with nearly 300 acres of land. Solicitors, Messrs. Prior, Church, & Adams, of London. (See advertisements, May 29, p. 7; also this week, p. 4.)

June 10.—Messrs. FARRBROTHER, KILLIS, CLARK, & Co., at the Mart, at 2 p.m. Freehold Property in Goswell-road, City, occupying an area of 15,500ft. Solicitors, H. Pumphrey, Esq., and Messrs. Tatham, Obelin, & Nash, of London.

Residential Estate near Hastings, of about 35 acres, also Building Sites on same estate. Solicitors, Messrs. Hawes, Wood, & Ware, of London.

Leasehold Stabling in Belgrave, held for 99 years at 31s. per annum. Solicitors, Messrs. Marson & Son, of London.

Freehold Waterside Property at Limehouse, with powerful machinery suitable for the oil trade. Solicitors, Messrs. Hollams, Sons, Coward, & Hawkley, of London.

Valuable Building Site in Southwark, occupying an area of 5,000ft. Solicitors, Messrs. Greenwood & Greenwood, of London (see advertisements, May 29, p. 17).

June 10.—Messrs. C. C. & T. MOORE, at the Mart, at 2 p.m., Leasehold Houses at Stepney; Solicitors, Messrs. Harris & Chetham, London. Freehold Residence at Buckhurst hill; Solicitors, Messrs. Thompson & Sons, Grantham. Leasehold at East Ham; Solicitors, Arthur Barham, Esq., London. Freehold Houses at Canning Town; Solicitor, W. Brewer, Esq., of London. Leasehold Houses at Clapham; Solicitor, R. Parker, Esq., London. Lease of House in Brunswick-square; Solicitors, Messrs. Tippetts & Son, London. Freehold at Leyton; Solicitors, Messrs. Mills, Lockyer, & Mills, of London. Leaseholds in Commercial-road; Solicitors, Messrs. Harris & Chetham, of London. 7 Leasehold Houses at Limehouse; Solicitors, Messrs. Shann, Roscoe, Massey, & Co., of London. Leasehold at Stepney; Solicitors, Messrs. Broom & Suggitt, London. (See advertisements, May 29, p. 7.)

June 12.—Messrs. DANIEL SMITH, SON, & OAKLEY, at the Bugle Hotel, Newport, Isle of Wight, Freehold Farm and Building Land at Godshill, near new railway. Solicitors, Messrs. Marlow & Martin, of Walsall, and R. Hoach Pittie, Esq., and A. H. Estcourt, Esq., of Newport. (See advertisement, May 29, front page.)

RESULT OF SALE.

Messrs. H. B. FOSTER & CRAWFIELD'S 592th Periodical Sale was an exceptionally good one, all the lots offered, except two, finding purchasers. Among some of the Lots and prices were:

REVERSIONS:			
Absolute to £1,000 Cash; life 70...	...	...	Sold £290
To about £2,999; life 82 ...	...	...	" 4,230
THE CAPITAL SUM OF £1,000 ...	...	...	" 1,400
REVERSIONARY LIFE ESTATE in Cardigan Freeholds, producing £1,846 per annum ...	...	...	" 1,435
LIFE INTEREST in and Reversion to about £14,000 ...	...	...	" 9,450
CONTINGENT REVERSIONARY INTEREST in one moiety of about £50,377 ...	...	...	" 400
POLICIES OF ASSURANCE:			
For £2,000, life 67 ...	...	...	" 1,500
For £2,000, same life ...	...	...	" 1,580
For £1,000, same life ...	...	...	" 1,170
For £2,000, same life ...	...	...	" 2,435
For £1,500, same life ...	...	...	" 1,175

SHARES in Royal Agricultural Hall Co., Limited, 93 shares of £10 each fully paid.

Sold at £14 10s. per share.

The total of the Sale amounted to £27,003 10s.

COURT PAPERS.

CIRCUITS OF THE JUDGES.

The following Judges will remain in Town:—HAWKINS, J., and WILLS, J., during the whole of the Circuits; the other Judges till their respective Commission Days.

NOTICE.—In cases where no note is appended to the names of the Circuit Towns both Civil and Criminal Business must be ready to be taken on the first working day; in other cases the note appended to the name of the Circuit Town indicates the day before which Civil Business will not be taken. In the case of Circuit Towns to which two Judges go there will be no alteration in the old practice.

SUMMER ASSIZES, 1897.	OXFORD.	MIDLAND.	S. EASTERN.	WESTERN.	HOMER.	N. EASTERN.	S. WALES AND CHESTER.	N. WALES, CHESTER, AND GLAMORGAN.	NORTHERN.
Commission Days.	L. C. J. of England, Vaughan Williams, J.	Fallock, B. Carr, J.	Mathew, J.	Day, J.	Lawrance, J.	Graham, J. Wright, J.	Collins, J.	Hilder, J.	Bruce, J. Kennedy, J.
Thursday, May 27			Huntingdon	Salisbury	Maidstone				
Friday, May 28			Cambridge	Dorchester					
Saturday, May 29			Tues. June 1						
Sunday, June 1			R. B. Edmunds						
Monday, June 2			Monday 7						
Tuesday, June 3			Norwich	Friday 11					
Wednesday, June 4			Saturday 12						
Thursday, June 5			Chelmsford						
Friday, June 6			Saturday 10						
Saturday, June 7			Exeter 2						
Sunday, June 8									
Monday, June 9			Hereford						
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WINDING UP NOTICES.

London Gazette.—FRIDAY, MAY 23.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BARRAUDS, LIMITED.—Creditors are required, on or before June 30, to send their names and addresses, and particulars of their debts or claims, to Edwin Hayes, 107, Cannon st. COOK'S DETACHABLE TYRE CO., LIMITED.—Creditors are required, on or before July 5, to

send their names and addresses, and particulars of their debts or claims, to Mr Walter Freire Marocco, 1, Clement's inn, Strand. Chester & Co., Bedford row, solers to liquidator

GLOBE PACKING AND SHIPPING WAREHOUSE CO., LIMITED (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before July 9, to send their names and addresses, and particulars of their debts or claims, to Arthur Stephen Brewis, 60, King st, Manchester Bridge-way, Warrington, solers to liquidator

MARBLE (MORAU RAN) SYNDICATE, LIMITED.—Petn for winding up, presented May 27, directed to be heard on June 16. Hudson & Co, 33, Queen Victoria st, solers for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 15

RAND D'OR MINES, LIMITED.—Creditors are required, on or before June 23, to send their names and addresses, and particulars of their debts or claims, to Charles Harrison Venning, 33, Old Broad st

SAMSON TACOMA COPPER AND GOLD MINING CO., LIMITED.—Creditors are required, on or before July 9, to send their names and addresses, and particulars of their debts or claims, to John Darlington, 23a, Old Broad st. Goldberg & Co, West st, Finsbury circus, solers for liquidator

WHALLEY'S SANITARY FLUID CO., LIMITED.—Creditors are required, on or before June 17, to send their names and addresses, and particulars of their debts or claims, to Alfred Henry, Throgmorton House, Copthall avenue. Ward & Co, Grasschurch st, solers for liquidator

UNLIMITED IN CHANCERY.

PAGHAM HARBOUR RECLAMATION CO.—Petn for winding up, presented May 25, directed to be heard on June 16. H G Church, 46, Lincoln's inn fields, agent for Wood & Co, 7, St James's sq, Manchester, solers for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 15

FRIENDLY SOCIETY DISSOLVED.</

COOPER, EDWARD, Walsall, Staffs July 1 Evans, Walsall
 COOTE, THOMAS, Kingston on Thames, Toll Collector June 6 Sherwood & Balls, Essex
 CRASKE, Surgeon General CHRISTOPHER BRADNELL, Stroud, Glos July 1 Oliver, Corbet
 CUTBERT, TOM, Beverley, York, Horse Dealer June 25 Davis, Hull
 DAVIS, WILLIAM, Hyde Park terrace July 2 Ayrton & Biscoe, Surrey st, Strand
 DAVIES, WILLIAM, Ivington, Leominster May 31 Gosling, Leominster
 DAVIS, RICHARD, Brilles, Warwick June 5 Hancock & Co, Shipston on Stour
 DAWTON, THOMAS, Derby June 30 Hankinson & Meakin, Derby
 DEACON, GEORGE FREDERICK, Hethersett, Norfolk June 19 Kent & Son, Norwich
 DEVEY, JOSEPH, Tasebrook, Liverpool July 1 J Priest & Sons, Liverpool
 DICKINSON, THOMAS, Hove, Sussex June 30 Wrenmore & Son, Bedford row
 DUXBURY, WILLIAM, Liverpool June 24 Hall, Temple chambers
 EDWARDS, JOHN, Liverpool, Bank Clerk June 19 Lowndes & Co, Liverpool
 EVANS, HENRY, Warrington June 26 Browne, Warrington
 FULLWOOD, BENJAMIN, Upper Norwood June 24 Cross & Sons, Lancaster pl, Strand
 GWATKIN, STEWART BRAUCHAMP, Abbey road, Artist June 24 Mann & Taylor, New
 Oxford st
 HADFIELD, RICHARD, Wandsworth June 28 Lindsay & Co, Old Jewry
 HALE, JAMES LAYTON, Blackheath June 14 Lloyd-Jones, Walbrook
 FRANCE, GEORGE HENRY HATHURST HATHURST, Yarmouth, Mon June 8 Harrison &
 Widdall, Walspool
 HUGHES-GIBBS, CHARLES, Rainhill, Lancs, Wine Merchant June 25 Banks & Co,
 Liverpool
 HUPP, BETTY, Radcliffe, Lancs, June 1 Pickstone & Jones, Radcliffe
 HODGSON, JOSEPH, Linthorpe, nr Middlesborough May 25 Carrick, Stokesley, Yorks
 HOLLAND, JANE, Morecambe Aug 1 Johnson & Tilly, Lancaster
 HOWE, STEPHEN, Salford, Merchant's Buyer June 22 Marson, Manchester
 ISAACS, HENRY, Gordon st, Gordon sq July 1 Davis, Basinghall st
 JACKSON, LEVI, Glossop, Derby, Rope Manufacturer June 26 Ellison, Glossop
 JONES, MARY ANNE ANWTL, Southampton July 10 Gold & Co, Denbigh
 MCKEOWN, ROBERT, Brighton, Wine Merchant June 15 Nye, Brighton
 MASON, WILLIAM, Leighton Buzzard June 13 Gray & Co, Staple inn
 MILLA, THOMAS, Oldham June 15 Smith, Oldham
 MINNES, CHARLES, Dewsbury, York, Butcher July 1 Hirst, Dewsbury
 MOUNTNEY, ROBERT, Chesterfield, Derby, Hatter July 12 Stanton & Walker, Chester-
 field
 MUNFORD, MARY, Hertford Heath, Herts July 1 Rivington & Son, Fenchurch bldgs
 NORWOOD, JOHN, Beckenham June 11 Simpson & Co, Southwark st, Borough
 O'NEILL, ELIZA AMELIA, Edgbaston June 16 Bickley & Co, Birmingham
 OOSTERVEN, FREDERICK WILLIAM RUDOLPH, Water lane, Great Tower st June 15
 Pritchard & Salt, Gracechurch st
 OTTITT, CORNELIUS WILLIAM, Commercial rd East June 23 Keene & Co, Seething lane
 PEARSON, GEORGE, Market Drayton, Salop, Solicitor June 24 Garnde, Market Drayton
 PEAT, WALTER SCOTT, West Kensington June 24 Cross & Sons, Lancaster pl, Strand
 PITT, HENRY, West Gorton, Manchester, Licensed Victualler June 24 Sutton & Co,
 Manchester
 POTTS, ROTHWELL, Kensington June 18 Clarke & Co, Old Broad st
 PULMAN, SUSANNA ELIZABETH, Wellington, Somerset June 15 Sweet & Son, Taunton
 REAY, ANN, Newcastle upon Tyne May 31 Clark, Newcastle upon Tyne
 ROBERTS, ANN, Liverpool June 30 Webster, Liverpool
 ROBERTS, JOSEPH ROBERTS, Kilburn July 1 Barker, South sq, Gray's inn
 RUSSELL, ELIAS, Norfolk, Dealer June 4 Reed & Wayman, Downham Market
 SIMON, HERMAN ISAAC, Hampstead June 16 Morley & Co, Gresham House
 SLATER, JOHN, Elton, Rury, Lancs June 1 Pickstone & Jones, Bury
 SPRIGGS, JOHN, Oxtou, Nottingham June 12 Burton & Briggs, Nottingham
 STEPHENS, JAMES, Marine Engineer, Forest Gate, Essex June 12 Taylor & Taylor, New
 Broad st
 STOKES, CORNELIUS, Southampton, Naval Pensioner June 20 Buchanan & Hurd,
 Basinghall st
 SUMMERS, ELIZABETH, Chertsey June 19 Beaumont & Co, Chancery lane
 TAYLOR, WILLIAM JOHN, Ealing June 30 Wrenmore & Son, Bedford row
 THORNBURN, WILLIAM, Stanwick, nr Catlale June 21 Hayton & Simpson, Cookermouth
 THORPE, THOMAS, New Mills, nr Sessay, Yorks, Farmer June 24 Faber & Co, Stockton
 on Tees
 WALLIS, WILLIAM WELBORN, Kingston upon Hull July 20 Watson & Co, Hull
 WALKING, FLORENCE BESSIE, Manly, nr Sydney, New South Wales June 15 Powell &
 Stokes, Essex st, Strand
 WAYTE, ALLINE, Leamington, Corn Dealer June 24 Wright & Hassalls, Leamington
 WEBSTER, ELLEN, Cranbrook, Kent May 29 Hinds & Son, Goudhurst
 WILCOCK, RICHARD, High Bentham, York, Provision Dealer June 30 Thompson, Man-
 chester
 WOOLLETT, ALFRED, Sandgate, Kent, Butcher June 12 Smith & Hudson, Mark
 lane
 YOUNG, SIDNEY WILLIAM, Lewisham May 31 Rackham & Sayer, Norwich

London Gazette.—TUESDAY, May 18.

BATT, WILLIAM, Sheffield June 16 Addy, Sheffield
 BROMLEY, ANANDA, Hart's hill, nr Dudley June 21 Deedy, Dudley
 CARTER, SARAH, Blackheath June 18 Rexworthy & Co, Chapside
 OLAFMAN, MARIA, Scarborough June 21 W & W S Drawbridge, Scarborough
 COCKSON, THOMAS, Lytham, Lancs June 25 W & B Ascroft, Preston
 CURTIS, HARRY CLARENCE PALMER, Kingston on Thames June 21 James Edgell,
 Kingston on Thames
 DEYER, WILLIAM, Ditham, Norfolk, Farmer June 11 Wilkinson, North Walsham
 DOUGLAS, REV ARCHIBALD JAMES, Mathon, nr Malvern, Worcester June 14 Phillips &
 Co, Nicholas lane
 DOWSON, JAMES, Edgbaston June 30 Canning & Canning, Birmingham
 BYRNE, JANE, Lanfairtehan June 26 Glynn Jones, Bangor
 GOODE, BENJAMIN WILLIAM, Edgbaston June 19 Unsett & Co, Birmingham

GRISHAW, EMILY MARY, Bedford July 1 Farrer & Co, Lincoln's inn fields
 HAWKINS, CHRISTOPHER STUART, York terrace, Regent's Pk June 30 Burr & Co, Abchurch
 lane
 HAYWOOD-LONSDALE, ARTHUR PENBERTON, Shavington, Salop June 29 Gibbons &
 Arkle, Liverpool
 HILTON, JOHN, Oldham July 1 Hilton, Oldham
 HODDINOTT, ELIZABETH ANN, Witham Friary, Somerset June 7 Hopkins, Devises
 HUTTON, THOMAS, Bingley, York, Cab Proprietor June 14 Bedford, Bingley
 KESSEAW, JAMES, Ashton under Lyne June 12 Lord, Manchester
 KIRBY, REV HENRY THOMAS MURDOCH, Mayfield, Sussex June 21 Farrer & Co, Lin-
 coln's inn fields
 MCGREGOR, ANDREW, North Sunderland June 18 Douglas, Alnwick
 MARKBY, HENRY, Coleman st June 14 Markby & Co, Coleman st
 MILLER, WILLIAM HEAD, Barnard Castle, Durham, Commercial Traveller June 7 Daw-
 son, Barnard Castle
 MORSE, ELIZABETH, Chelsea June 18 Bonney, Chelsea
 NIND, GEORGE, Wandsworth June 30 Correll & Co, Wandsworth
 PEACOCK, RACHEL, Bradford June 16 Trewas & Mamey, Bradford
 PEARSON, WILLIAM, Newcastle upon Tyne, Iron Plate Worker June 30 Gibbon & Co,
 Newcastle upon Tyne
 PETERS, EDWARD ALEXANDER GEORGE, Bentley, Hants July 13 Smith & Son, Furni-
 val's inn
 QUICK, RICHARD, St Just, Cornwall June 10 Chelver, St Ives
 RAWSON, ROSA STEPHENS, Bangalore, India June 12 Simott, Bristol
 COOPER, HENRY, Hampstead June 25 G B Howard & Fenner, Gray's inn sq
 RAYBURN, WILLIAM HENRY, Lewiston, Niagara, New York, U S A June 30 Eastwood &
 Co, Lincoln's inn fields
 REED, JOHN, Liverpool June 30 Snowball & Co, Liverpool
 RICHARDSON, GEORGE, Kingston upon Hull June 30 Colbeck & Thompson, Hull
 RICHMOND, THOMAS, Oswaldtwistle, Lancs May 31 Sprake, Accrington
 RIDDELL, JOHN REGINALD, Morthoe, Devon June 14 Harris & Co, Coleman st
 SAUNDERS, DAVID PRICE, Haverfordwest, Chemist June 22 Eaton & Co, Haverford-
 west
 SCHLEICHER, the REV BERNARD ALEXANDER, Camperdown, nr Sydney, New South Wales
 June 17 Walker & Co, Theobald's rd
 SHACKLETON, JOHN, Midgley, York, Farmer June 11 Osborne, Rochdale
 SMITH, JANE, Brompton June 30 Rye & Eyre, Golden sq
 STABLE, JANE ELIZABETH, Southborough, Kent June 11 Garrard & Co, Suffolk st,
 Pall Mall East
 SYKES, THOMAS, Scarborough June 21 W & W S Drawbridge, Scarborough
 TERRY, JAMES, Brixton June 21 Bruce & Co, Old Jewry
 WAINWRIGHT, GEORGE, Boot Dealer, Birmingham June 5 Cottrell & Son, Birmingham
 WHILES, ALEXANDER, Stapleford, Nottingham June 24 Carter, Nottingham

London Gazette.—FRIDAY, May 21.

ANDREW, MARY ANN, Mile End Aug 21 Hollams & Co, Mincing lane
 ATTWOOD, JOSEPH, Old Hill, Staffs, Butcher June 4 Cooksey, Old Hill
 BRADDOCK, WILLIAM CLODE, Bath June 21 Cowland & Chowne, Zedford row
 BROWNE, GEORGE CALVERT, Weston super Mare, Commercial Traveller July 3
 Wansborough & Co, Weston super Mare
 BURKHIDE, WILLIAM JOHN, Lombard st July 31 Harries & Co, Nicholas lane
 BURROUGH, JAMES, Chelsea June 30 Church & Co, Bedford row
 CAPEL, SUSAN, Birmingham June 10 Cottrell & Son, Birmingham
 CROOKS, JANE, East Finchley June 30 Boxall & Boxall, Chancery lane
 DENTON, EDWARD, Ripponden, nr Halifax June 23 Ruddock, Ripponden
 DUCKELL, GEORGE, Goole, York, Farmer July 7 England & Son, Goole
 FURLONG, JAMES, Maldon, Essex, Plumber June 30 Filer, Gore rd, Victoria Park
 GENLICH, HUGO FRANK RUDOLF, Clapton July 3 Moodie & Son, Basinghall ave
 GOTTO, EDWARD, Hampstead July 20 Arncliffe & Chapple, Bishopgate street Within
 GUEST, the REV THOMAS ISAAC, Brighton June 22 Woodward, Nottingham
 HAWLEY, WILLIAM DEARMAN, Milverton, Leamington June 24 Wright & Hassalls,
 Leamington
 HEALD, GEORGE, Didsbury, nr Manchester July 1 A & G W Fox, Manchester
 HILL, JOHN NUN, Fairfield, Liverpool, Architect June 29 Wright & Co, Liverpool
 HOOPER, REV THOMAS, Heyshott Rectory, Sussex June 12 Johnson & Son, Midhurst
 JACKSON, GEORGE, Chesham, Manchester June 21 Orrell, Manchester
 JONES, JOHN, West Kirby, Chester, Builder June 19 Thompson & Co, Birkenhead
 KYFFIN, DAVID, Liverpool July 1 Masters & Rogers, Liverpool
 LAYE, MARY, Scarborough July 3 Turnbull & Son, Scarborough
 MCCABE, THOMAS, Atherton, Lancs, Innkeeper July 19 Carr, Atherton
 MCCABE, WILLIAM HAYWOOD, Old Kent rd, Jobmaster June 21 Apps & Son, South sq,
 Gray's inn
 PARRY, THOMAS, Oxford ter, Hyde Park July 1 Saxton & Morgan, Somerset st, Port-
 land sq
 ROBERTS, JOHN HARRIS, Brighton June 30 Mills & Co, Brunswick pl, City rd
 ROBINSON, HENRY BRAND, Pentonville, Telegraph Clerk June 1 Willett & Sandford,
 Arundel st, Strand
 ROTHWELL, CHARLES, Halifax, Pipe Manufacturer June 24 Barstow & Midgley, Halifax
 RUDDING, WALTER, Clapham, Author June 30 Colyer & Colyer, Wyth st, Strand
 SATRE, FANNY SARAH, Great Yarmouth June 15 Wiltshire & Son, Great Yarmouth
 REDDON, ELIZABETH, Southport June 18 Hope & Garstang, Wigan
 SMITH, REV JOHN THOMAS, West Wrating, Cambridge June 10 Graham, Haverhill,
 Suffolk
 STEPHENSON, WILLIAM CLARK, South Shields June 21 Scott, South Shields
 STONE, EDWARD GRESLEY, Cheltenham June 3 Moore & Romney, Tewkesbury
 SUTCLIFFE, THOMAS, Warrington July 3 Browne, Warrington
 TAYLOR, JORIAN, Hampton Wick July 3 Sherrard, Gresham st
 TODD, MRS HENRIETTA, Clifton, Bristol June 22 Crook, Bristol
 WATTS, MRS SARAH, Oxford July 1 Street & Co, Lincoln's inn fields

BANKRUPTCY NOTICES.

London Gazette.—TUESDAY, May 25.

RECEIVING ORDERS.

ALLISON, JOHN HENRY SIGSWORTH, and CUTHBERT FOUNDER, Hartlepool, Joiners Sunderland Pet May 14 Ord May 19
 ARSET, CHARLES, Southampton, Saddler Salisbury Pet May 21 Ord May 21
 BASKERVILLE, JOHN ALFRED, Whitechurch, Glam, Oil Dealer Cardiff Pet May 20 Ord May 20
 BASKETT, HERBERT FRANK, Brewer St, Golden sq, Butcher High Court Pet May 21 Ord May 21
 BURN & SON, J. H. Manchester, Manufacturing Stationers Manchester Pet May 6 Ord May 20
 CAWTE, CHARLES ARTHUR, Landport, Baker Portsmouth Pet May 19 Ord May 19
 COOK, EDWARD JAMES, Ryhall, Rutlands, Butcher Peterborough Pet May 22 Ord May 22
 CORSON, JOHN, Sheffield, Travelling Draper Chesterfield Pet April 29 Ord May 22
 CREASER, GEORGE MINKS, Cusegate, York, Tobaccoist York Pet May 21 Ord May 21
 DAVIES, WILLIAM, Quaker's Yard, Baker Merthyr Tydfil Pet May 20 Ord May 20
 FYER, HERBERT WILLIAM, Shipham, Norfolk, Miller Norwich Pet May 22 Ord May 22
 GARNETT, Enoch, Watford, Herts, Grocer St Albans Pet May 21 Ord May 21
 GOODE, WILLIAM, Tynwydd, Glam Cardiff Pet May 20 Ord May 20
 GREENGTON, EDWARD, Ruabon, Denbighs, Ironmonger Wrexham Pet May 18 Ord May 18
 GUATTARI, AUGUSTO, Harlesden, Engineer High Court Pet April 26 Ord May 22
 HAWKSWORTH, EDWARD JAMES, Old St, St Luke's High Court Pet April 27 Ord May 21
 HEWITT, HENRY, Southrepps, Norfolk, Farmer Norwich Pet May 22 Ord May 22
 HOLLIS, FREDERICK WILLIAM, Nottingham Nottingham Pet May 20 Ord May 20
 INGHAM, ALFRED, Altrincham, Chester, Journalist Manchester Pet May 22 Ord May 22
 INGHAM, JEREMIAH, West Kirby, Cheshire, Contractor Birkenhead Pet May 22 Ord May 22
 JOPLING, THOMAS, Pelton, Durham, Joiner Durham Pet May 21 Ord May 22
 LITCHFIELD, JOHN WILLIAM, Liverpool, News Agent Liverpool Pet May 20 Ord May 20
 LOVE, WILLIAM HENRY, Cowes, I of W, Fishmonger Newport Pet May 22 Ord May 22
 MALLINSON, SARAH ANN, Bradford, Milliner Bradford Pet May 19 Ord May 20
 MARTIN, NATHANIEL JAMES, Stoke, Devonport, General Dealer Plymouth Pet May 20 Ord May 20
 MAYER, LOUIS, Gt Portland St High Court Pet May 21 Ord May 21
 MCKE, RICHARD, Mashaw, Devon, Farmer Barnstaple Pet April 28 Ord May 21
 NELSON, EDWARD, Ardwick, Manchester Manchester Pet May 20 Ord May 20
 PARR, JOHN, Balham, Builder Wandsworth Pet April 7 Ord May 20
 PARRY, DAVID, Llangollen, Grazier Wrexham Pet May 19 Ord May 19
 PLAINFORD, RICHARD, and FRANK MATTHEW ELLIS PLAINFORD, Rickmansworth, Herts, and Southwark, Hop Merchants High Court Pet May 20 Ord May 21
 RAWLINGS, CORNELIUS EDGAR, St George, Gloucester, Publican Pet May 21 Ord May 21
 ROBERTS, WILLIAM, Hereford, Saddler Hereford Pet May 19 Ord May 19
 ROBY, JOHN, Melbourne, Derby, Market Gardener Derby Pet May 22 Ord May 22
 SMITH, JOHN KIDD, Perranabuloe, Cornwall, Mason Truro Pet May 22 Ord May 22
 SOWDEN, REUBEN, Wakefield, Auctioneer Wakefield Pet May 20 Ord May 20
 SPAFFORD, WILLIAM CHRISTOPHER, East Stoke, Notts, Farmer Nottingham Pet May 19 Ord May 22
 STOKES, HENRY FELHAM, Edgbaston Birmingham Pet May 7 Ord May 22
 THOMAS, DAVID WILLIAMS, Tonypany, Glam, Beer Dealer Pontypridd Pet May 21 Ord May 21
 THOMAS, ROBERT EVAN, Cheltenham, Coal Merchant Cheltenham Pet May 20 Ord May 20
 WALTERS, ISAAC JOHN, Llandilo, Grocer Carmarthen Pet May 20 Ord May 20
 WHITE, ALFRED SAVAGE, Carnarvon, Plumber Bangor Pet May 22 Ord May 22
 WHITTLE, WILLIAM, Wigan, Hatter Wigan Pet May 20 Ord May 20
 WILLIAMS, RICHARD, and SAMUEL WILLIAMS, Pontreath, Anglesey, Farmers Bangor Pet May 10 Ord May 21
 WOOD, ANDREW SAMUEL HEUTER, Norwich Norwich Pet April 6 Ord May 21

FIRST MEETINGS.

ALLIS, SAMUEL, Kew, Cornwall, Farmer June 3 at 12 Off Rec, Boscawen St, Truro
 BADGER, WILLIAM, Bourne, Dairyman June 1 at 12.30 Off Rec, Salisbury
 BARNETT, ALFRED, Telegraph St June 1 at 12 Bankruptcy bldg, Carey St
 BELCHER, HERBERT, Camden Town, Corn Merchant June 1 at 2.30 Bankruptcy bldg, Carey St
 BILLINGHAM, ALBERT, Quarry Bank, Stafford, Chain Manufacturer June 1 at 2 W B Skelting, Auctioneer, Stourbridge
 BISCOE, WILLIAM, Hanley, Staffs, Butcher June 1 at 10.15 Townhall, Hanley
 CHADWORTH, HERBERT, Hurleston, nr Nantwich, Farmer June 4 at 10.45 Court Room, Royal Hotel, Crewe
 CREASER, GEORGE MINKS, York, Tobaccoist June 4 at 12.15 Off Rec, 26, Stonegate, York

DAVIES, WILLIAM JOHN, Dowlais, Glamorgan, Baker June 1 at 12 65, High St, Merthyr Tydfil
 FERRIS, JANE, Bath, Dairy Keeper June 3 at 12 Off Rec, Bank Chambers, Corn St, Bristol
 GOULD, HENRY, Manchester, Physician June 2 at 3 Off Rec, Byron St, Manchester
 GUATTARI, AUGUSTO, Harlesden, Engineer June 2 at 12 Bankruptcy bldg, Carey St
 GUEZ, FRADJ VICTOR, West Kensington, Merchant June 1 at 11 Bankruptcy bldg, Carey St
 HARRIS, ALBERT JOHN, Northam, Devon, Labourer June 1 at 1.15 The King's Arms Hotel, Barnstaple
 HARRIS, ALFRED SAMUEL, Moss Side, Manchester, House Furniture June 1 at 11 Off Rec, Bank Chambers, Queen St, Oldham
 JAGGS, ARTHUR GEORGE, Danbury, Essex, Licensed Victualler June 3 at 1.30 Shirehall, Chelmsford
 JAKINS, ALFRED WILLIAM, Luton, Beds, Butcher June 4 at 11 Off Rec, St Paul's sq, Bedford
 JAKINS, FREDERICK ALFRED ARTHUR, Luton, Beds, Butcher June 4 at 11 Off Rec, St Paul's sq, Bedford
 JOHNSON, CHARLES H., Silverdale, Staffs, Clothier June 1 at 10.30 Town Hall, Hanley
 JOHNSON, JOHN, North Shields, Builder June 9 at 11.30 Off Rec, 30, Mosley St, Newcastle on Tyne
 KING, THOMAS CHARLES, Lewisham High rd, Auctioneer June 1 at 11.30 24, Railway app, London bridge
 MCINTYRE, CHARLES JOHN, Cardiff, Engineer June 3 at 11.30 Off Rec, 29, Queen St, Cardiff
 MALLINSON, SARAH ANN, Bradford, Milliner June 3 at 11 Off Rec, 31, Manor row, Bradford
 MANN, GEORGE, Southampton, Furniture Dealer June 2 at 2.30 Off Rec, 4 East St, Southampton
 MCKE, RICHARD, Mashaw, Devon, Farmer June 1 at 1.30 King's Arms Hotel, Barnstaple
 NEWTON, JOSEPH LEWIS, Sneyton, Notts, Baker June 1 at 12 Off Rec, St Peter's Church walk, Nottingham
 NICKELS, WILLIAM, St John's Wood, Hosiery June 1 at 2.30 Bankruptcy bldg, Carey St
 PARSONS, JAMES FLEMING, Bradford, Leather Merchant June 2 at 11 Off Rec, 31, Manor row, Bradford
 PEPPER, THOMAS, Luton, Revenue Officer June 4 at 12 Off Rec, St Paul's sq, Bedford
 POWELL, JOHN MARTIN, Milford Haven, Stationer June 1 at 12.30 Off Rec, 4, Queen St, Carmarthen
 RAWLINGS, CORNELIUS EDGAR, St George, Gloucester June 2 at 12.30 Off Rec, Bank Chambers, Corn St, Bristol
 ROBERTS, ROBERT, Bathmou, Weston, Grocer June 3 at 12.30 Cornhill Hotel, Bathmou
 SMITH, HARRY, Canon, Cardiff, Builder June 3 at 11 Off Rec, 29, Queen St, Cardiff
 SMITH, HENRY, Southampton, Builder June 3 at 3.30 Off Rec, 4, East St, Southampton
 STRODE, WALTER EBER, Yeovil, Baker June 1 at 1 Off Rec, Salisbury
 TAYLOR, JAMES, Moss Side, nr Manchester, Commission Agent June 1 at 12 Off Rec, Byron St, Manchester
 TEMPLETON, HENRY THOMAS NOBARGE, London rd, Butcher June 2 at 11 Bankruptcy bldg, Carey St
 TERNANT, WILLIAM, Hanley, Staffs, Commission Agent June 1 at 11 Townhall, Hanley
 THORNTON, CHARLES HENRY, Halifax, Mechanic June 29 at 11 Off Rec, Townhall Chambers, Halifax
 WERE, TOM, Romsey, Hants, Butcher June 2 at 4.15 Off Rec, 4, East St, Southampton
 WELDON, FARRER, Greenhill, Worcester June 3 at 11.30 Off Rec, 45, Copehagen St, Worcester
 WENTON, JOHN ELLIOTT, Gosforth, Grocer June 3 at 10.30 Off Rec, 30, Mosley St, Newcastle on Tyne
 WESTON, RICHARD, Alfreton, Derby, Timber Merchant June 1 at 2.30 Off Rec, 40, St Mary's gate, Derby
 WHITTLE, WILLIAM, Wigan, Hatter June 1 at 10 Court house, King St, Wigan
 WILKINSON, ROLLIP, Leeds, Woollen Manufacturer June 2 at 11 Off Rec, 22, Park row, Leeds

Amended notice substituted for that published in the London Gazette of May 21:

BLAXELL, ARTHUR CRISP, Gt Yarmouth, Hay Dealer May 29 at 12 Off Rec, 8, King St, Norwich

ADJUDICATIONS.

ALLISON, JOHN HENRY SIGSWORTH, and CUTHBERT FOUNDER, Hartlepool, Joiners Sunderland Pet May 14 Ord May 19
 ATKINS, WILLIAM EDWIN, Reading, Berks, Corn Dealer Reading Pet April 29 Ord May 20
 BASKERVILLE, JOHN ALFRED, Whitechurch, Glam, Oil Dealer Cardiff Pet May 20 Ord May 20
 BLANCHARD, CHARLES NATHANIEL, Bignor Hill, Sussex, Printer Brighton Pet April 29 Ord May 20
 BROWN, HUGH HORATIO, Derby, Bank Clerk Derby Pet May 31 Ord May 22
 CAWTE, CHARLES ARTHUR, Landport, Baker Portsmouth Pet May 19 Ord May 19
 CHARTER, WALTER GIDLEY, Piccadilly High Court Pet Jan 20 Ord May 19
 CHINHOLO, ALEXANDER, Canning Town High Court Pet May 2 Ord May 19
 COOK, EDWARD JAMES, Ryhall, Rutlands, Butcher Peterborough Pet May 21 Ord May 22
 CREASER, GEORGE MINKS, York, Tobaccoist York Pet May 21 Ord May 21
 DAVIES, WILLIAM, Quaker's Yard, Glam, Baker Merthyr Tydfil Pet May 20 Ord May 20
 FLATRAU, ALFRED, Warrford court, Throgmorton St High Court Pet Feb 27 Ord May 21
 FYER, HERBERT WILLIAM, Shipham, Norfolk, Miller Norwich Pet May 21 Ord May 22
 GOODE, WILLIAM, Tynwydd, Glam, Assistant Butcher Cardiff Pet May 20 Ord May 20
 GREENGTON, EDWARD, Ruabon, Denbighs, Ironmonger Wrexham Pet May 18 Ord May 18
 HEWITT, HENRY, Southrepps, Norfolk, Farmer Norwich Pet May 22 Ord May 22
 HOLLIS, FREDERICK WILLIAM, Bulwell, Nottingham Nottingham Pet May 20 Ord May 20
 INGHAM, ALFRED, Altrincham, Journalist Manchester Pet May 22 Ord May 22

INGHAM, JEREMIAH, West Kirby, Cheshire, Contractor Birkenhead Pet May 22 Ord May 22
 JAKINS, ALFRED WILLIAM, Luton, Bedford, Butcher Luton Pet May 11 Ord May 20
 JAKINS, FREDERICK ALFRED ARTHUR, Luton, Bedford, Butcher Luton Pet May 17 Ord May 20
 JOPLING, THOMAS, Pelton, Durham, Joiner Durham Pet May 21 Ord May 22
 LAURIE, CHAS ALGERNON, Argyll St, Regent St High Court Pet April 10 Ord May 20
 MALLINSON, SARAH ANN, Bradford, Milliner Bradford Pet May 19 Ord May 20
 MARTIN, NATHANIEL JAMES, Stoke, Devonport, General Dealer Plymouth Pet May 20 Ord May 20
 MAYER, LOUIS, Gt Portland St High Court Pet May 21 Ord May 21
 NABBY, PAUL, Copthall bldg High Court Pet Feb 15 Ord May 19
 NELSON, EDWARD, Ardwick, Manchester Manchester Pet May 20 Ord May 20
 PAULY, GEORGE WILLIAM, Beak St, Regent St, Restaurateur High Court Pet April 12 Ord May 22
 PRACOCK, JOHN PANDER, Manchester, Packing Case Maker Manchester Pet April 7 Ord May 20
 PLUMPTON, ALFRED WILLIAM EDWARD, Torrione avenue, Camden rd, Musical Director High Court Pet Mar 24 Ord May 19
 RAATE, WALTER, Swansea, Furniture Dealer Swansea Pet Nov 23 Ord May 20
 RILEY, WILLIAM HENRY, Southwark, Brassfounder High Court Pet Mar 19 Ord May 19
 ROBERTS, WILLIAM, Hereford, Saddler Hereford Pet May 19 Ord May 19
 ROBY, JOHN, Melbourne, Derby, Market Gardener Derby Pet May 22 Ord May 22
 SMITH, JOHN KIDD, Perranabuloe, Cornwall, Mason Truro Pet May 22 Ord May 22
 SOWDEN, REUBEN, Wakefield, Auctioneer Wakefield Pet May 20 Ord May 20
 SPAFFORD, WILLIAM CHRISTOPHER, East Stoke, Notts, Farmer Nottingham Pet May 19 Ord May 22
 TAPSCOTT, WILLIAM W., Liverpool, Shipowner Liverpool Pet May 23 Ord May 22
 TEMPLETON, HENRY THOMAS NOBARGE, London rd, Butcher High Court Pet April 29 Ord May 19
 THOMAS, DAVID WILLIAMS, Tonypany, Glam, Beer Dealer Pontypridd Pet May 21 Ord May 21
 THOMAS, ROBERT EVAN, Cheltenham, Coal Merchant Cheltenham Pet May 20 Ord May 20
 WALTERS, ISAAC JOHN, Llandilo, Grocer Carmarthen Pet May 20 Ord May 20
 WARDEN, E P P., Hanover sq High Court Pet Mar 11 Ord May 20
 WELCH, FRED, Edgware, Butcher High Court Pet April 2 Ord May 20
 WHITE, ALFRED SAVAGE, Carnarvon, Plumber Bangor Pet May 22 Ord May 22
 WHITTLE, WILLIAM, Wigan, Hatter Wigan Pet May 20 Ord May 20

London Gazette.—FRIDAY, May 23.

RECEIVING ORDERS.

BARBER, WILLIAM CORNELIUS, Warrington, Wire Mattress Maker Warrington Pet May 28 Ord May 25
 BEACOCK, JOHN WADSWORTH, Souththorpe, Lincs, Builder Gt Grimsby Pet May 26 Ord May 26
 BENNETT, JOHN, Guilford St, Russell sq, Marble, &c, Works High Court Pet April 29 Ord May 18
 BENTON, WILLIAM, Chatterfield, Hay Dealer Chatterfield Pet May 20 Ord May 26
 BLAIR, SAMUEL, St Helena, Lanes, Grocer Liverpool Pet April 29 Ord May 24
 BRICKELL, H. Barking rd, Essex, Builder High Court Pet May 1 Ord May 25
 BURKITT, MUNRO, & Co, Cornhill, Stockbrokers High Court Pet May 7 Ord May 24
 BURNETT, JOSEPH DAY, Tottenham, Agent High Court Pet May 24 Ord May 24
 CLARE, THOMAS, Mincing lane, East India Broker High Court Pet April 2 Ord May 24
 CUPPLEDITCH, GILBERT ROBERT, Gt Grimsby, Confectioner Gt Grimsby Pet May 24 Ord May 24
 DAVIES, DANIEL, Hopkinstown, nr Pontypridd, Butcher Pontypridd Pet April 2 Ord May 24
 FENWICK, THOMAS HENRY, West Hartlepool, Journeyman Joiner Sunderland Pet May 25 Ord May 25
 FIDLER, ROBERT FOSTER, Beverley, York, Farmer Kingston upon Hull Pet May 10 Ord May 26
 GRIBBON, AGAS, West Hartlepool, Hatter Sunderland Pet May 25 Ord May 25
 HARTUP, ANDREW JESSE, Bedford, Baker Bedford Pet May 24 Ord May 24
 HEWITT, JOHN, Southwell, Notts, Stonemason Nottingham Pet May 24 Ord May 24
 HOLLAND, JOHN, Barlaston, Lanes, Butcher's Assistant Warrington Pet May 25 Ord May 25
 HOWARD, JOHN, St Maughards, Moomouth, Blacksmith Newport, Mon. Pet May 24 Ord May 24
 HOYLE, THOMAS, Worsley, Lanes, Commission Agent Salford Pet May 24 Ord May 24
 JENNINGS, HENRY, Leicester, Leather Merchant Leicester Pet May 25 Ord May 25
 MCNICOLL, JOHN, Southport, Surgeon Liverpool Pet May 11 Ord May 25
 REED, JOHN HENRY, Ruabon Hill, Glam, Collier Gloucester Pet May 25 Ord May 25
 RICHARDS, BARRY, Barry Dock, Glam, Cabinet Maker Cardiff Pet May 25 Ord May 25
 ROBERTS, DAVID, Swansea, Draper Swansea Pet May 24 Ord May 24
 STUBBONS, JAMES, Manchester Manchester Pet May 1 Ord May 25
 TANNER, JOSEPH TON, Ladywood, Birmingham, Machinist Birmingham Pet May 25 Ord May 25
 TUBBS, JAMES, St Bride's avenue, Fleet St High Court Pet May 24 Ord May 24
 VILKS, HARRY, Churchdown, Glos, Farmer Gloucester Pet April 29 Ord May 24

HALE, EDWARD, Bridgwater, Grocer, Bridgwater, Pet May
26 Ord May 27

LEITCHFIELD, JOHN WILLIAM, Liverpool, Newagent, Liver-
pool, Pet May 20 Ord May 26

LOVELL, GEORGE RICHARD, Wallingborough, Blacksmith,
Northampton, Pet May 20 Ord May 26

Northampton Feb 22/95 Oct 22/95

MATHERS, ELLEN LOUISE, Kensington High Court Pet May 17 Ord May 29
MORRIS, JOHN HOWELL, Trebharis, Grocer Marthyr Tydfil Pet May 29 Ord May 29
PERKINS, THOMAS, Thornton Heath, Surrey, Gunmaker High Court Pet May 29 Ord May 29
PERRY, KATE, Cheltenham, Stationer Cheltenham Pet May 29 Ord May 29
PIKE, OSWALD, Manchester, Manufacturer's Agent Manchester Pet May 5 Ord May 29
PARSONS, GEORGE, Olney, Bucks, Baker's Manager Northampton Pet May 27 Ord May 27
SEIBERT, CHARLES WILLIAM, Battersea, Baker Wandsworth Pet May 26 Ord May 27
SHERRISON, EDWARD, Arnsley, Leeds Leeds Pet May 26 Ord May 26
SMITH, ALBERT, Aspley Guise, Bedford, Painter Luton Pet May 27 Ord May 27
TANVER, JOSEPH TOM, Ladywood, Birmingham, Machinist Birmingham Pet May 26 Ord May 26
THOMPSON, MARTIN, Bradford, Caretaker Bradford Pet May 27 Ord May 27
TOWNSEND, JOHN STANBURY, Moretonhamstead, Devon, Boot Dealer Exeter Pet May 25 Ord May 27
TROTMAN, EDWARD PETER, Bedford row, Solicitor High Court Pet May 26 Ord May 26
WELLER, W HAMILTON, Portugal House, Portugal at High Court Pet April 8 Ord May 27

Amended notice substituted for that published in the London Gazette of May 14:

OPPENSHAW, GEORGE HENRY, Old Trafford, nr Manchester, Plumber Salford Pet May 10 Ord May 10

Amended notice substituted for that published in the London Gazette of May 28:

PERCEVAL, HUGH SPENCER DUDLEY, St James's st High Court Pet Feb 20 Ord May 25

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

WHY WOMEN ARE ATTRACTIVE.

Why is one woman attractive and another not? It isn't entirely a question of age, or features, or intellect. The most admirable and attractive thing about an attractive woman is her womanliness. Everybody admires a womanly woman. She must have health, of course, because without it she would lose the brightness of her eyes, the fullness of her cheeks, and her vivacity. Health brings all these things, but health means more than most people think of. If pale, nervous, and weak, a woman lacks good health. Women who are pale and weak should not resort to iron, drugs, and tonics, except by the advice of a properly qualified medical man. They should try instead to nourish and build up their blood by the vital nourishment imparted by Dr. Tibbles' Vi-Cocoa. And so rosy cheeks and comeliness may be attained. Surely the road is pleasanter than the thorny and nasty path paved with drugs.

Nurse Tiltson, Alexandra Hotel, St. Leonard's-on-Sea, writes: "I have tried Dr. Tibbles' Vi-Cocoa, and like it very much. I shall have much pleasure in recommending it to my patients."

Miss E. Percival, Post Office, Bugh, writes: "I do not think any other can equal yours. My father has been taking ordinary cocoa, but I think Dr. Tibbles' Vi-Cocoa is better. I will tell my friends of your Vi-Cocoa."

Mrs. King, Linden Cottage, Wimbledon Hill, Surrey, writes: "I think Dr. Tibbles' Vi-Cocoa is delicious, and quite fulfils all said about it."

Mrs. Budden, Bradwardine, Bournemouth, writes: "I am pleased with Dr. Tibbles' Vi-Cocoa, and like it, and will certainly use it in future."

Merit, and merit alone, is what we claim for Dr. Tibbles' Vi-Cocoa, and we are prepared to send to any reader who names the SOLICITORS' JOURNAL a dainty sample tin of Dr. Tibbles' Vi-Cocoa free and post-paid. There is no magic in all this. It is a plain, honest, straightforward offer. It is done to introduce the merits of Vi-Cocoa into every home. Dr. Tibbles' Vi-Cocoa, as a concentrated form of nourishment and vitality, is invaluable; nay, more than this; for to all who wish to face the strife and battle of life with greater endurance and more sustained exertion, it is absolutely indispensable.

Dr. Tibbles' Vi-Cocoa is made up in 6d. packets, and 9d. and 1s. 6d. tins. It can be obtained from all chemists, grocers, and stores, or from Dr. Tibbles' Vi-Cocoa, Limited, 60, 61, and 62, Bunhill-row, London, E.C. Write for free sample.

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Authors advised with as to Printing and Publishing.
Estimates and all information furnished.
Contracts entered into.

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EPPS'S COCOAINE.

COCOA-NIB EXTRACT.
(TEA-LIKE.)

The choicest roasted nibs (broken-up beans) of the
natural Cocoa on being subjected to a powerful hydraulic
pressure, give forth their excess of oil, leaving for use a
finely-flavoured powder—"Cocaine," a product which,
when prepared with boiling water, has the consistence
of tea, of which it is now, with many, beneficially taking
the place. Its active principal being a gentle nerve
stimulant, supplies the needed energy without unduly
exciting the system. Sold only in labelled Tins.

BRAND & CO'S SPECIALTIES FOR INVALIDS.

**ESSENCE OF BEEF,
BEEF TEA,
MEAT JUICE, &c.,**

Prepared from finest ENGLISH MEATS
Of all Chemists and Grocers.

BRAND & CO., MAYFAIR, W., & MAYFAIR WORKS,
VAUXHALL, LONDON, S.W.



S. FISHER, 188, Strand.

SAVE 50 TO 75 PER CENT.

By Buying Direct from the Manufacturers.

THE DEED BOX SUPPLY COMPANY,

22, TEMPLE ST., WOLVERHAMPTON.
HUNDREDS OF TESTIMONIALS.

Two Recent Ones.
March 21, 1896.—From Messrs. Poole & Robinson, 15, Union-
court, Old Broad-street, London, E.C.

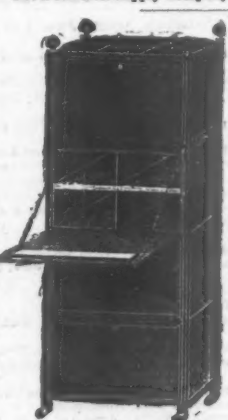
Dear Sir,—We are very pleased with the Deed Boxes which
you recently supplied to us, and now inclose cheque for
£26 6s. 6d., the amount of your account for same, which
kindly receipt and return in due course. We shall be happy
to recommend your company to any of our friends who may
require Deed Boxes. Yours faithfully,

POOLE & ROBINSON,

The Manager, The Deed Box Supply Company, Back of
80, Temple-street, Wolverhampton.

March 23, 1896.—From Mr. H. D. Booth, 22, Lincolns-
inn-fields, London, W.C.

Dear Sir,—I have received the fifteen Deed Boxes which
you have made for me, and with which I am very pleased.
Yours truly,
H. D. BOOTH.



Set of best timber
steel fall-front Deed
Boxes, 20 by 14 by 18,
with strong iron stand
and brass knobs and
chain.
Locks are the best lever
that can be made, and
lock to differ, and the
master key to pass the
lot.

COMPARTMENTS:

1 box with 4
1 " " 3
1 " " 2
1 " " without.

Packed in cases and sent
carriage paid as drawing
for

£8 10s. 0d.
Ditto, with 8 Boxes,
£8 10s. 0d.
Ditto, with 12 Boxes,
£9 10s. 0d.
Ditto, with 16 Boxes,
£12 0s. 0d.
Ditto, with 20 Boxes,
£15 0s. 0d.

ALPHABET CASE (2 doors).

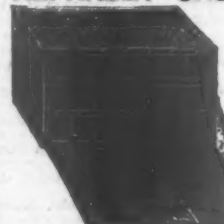


Made of Best Timber
Steel, with Best Lever
Spring Lock and 2 Keys.

Stock Size, 20 by 17 by 14
£5 10s. 0d.

May be made any size
to Order.

ALPHABET CASE (fall front).

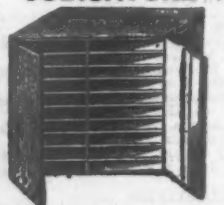


Made of Best
Timber Steel, with
Best Lever Spring Lock
and 2 Keys.

Stock Size, 20 by 14
by 14.
£3 5s. 0d.

Made any size
to order to fit
recesses or on top
of mantelpiece, &c.
&c.

JUDICATURE FORM CASE.



24 COMPARTMENTS.

10 long by 14½ wide
15 deep.

£1 10s. 0d.

12 COMPARTMENTS.

9½ long by 14½ wide
15 deep.

£1 0s. 0d.

SPECIAL LINES IN BALLOT BOXES.
REGISTERED FOLDING VOTING SCREENS.
All kinds of Boxes made and Strong Rooms Fitted.
Any of our Boxes not approved of money
returned.

We are appointing agents in every Town, and shall be
pleased to receive applications from responsible men calling
on Solicitors Accountants &c.

897.

CENT.

PPLY

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